

**GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
SEPTEMBER 27, 2011 – 1:00 P.M.**

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. **APPEARANCES:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 3 MINUTES.

SPECIAL MEETING – 9:30 A.M.

1. Call to Order Specially Scheduled Meeting - 9:30 a.m.
2. Break into Executive Session:

The Commissioners Court will enter into Executive Session as permitted under provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, Subchapter 551.071 Consultation with Attorney, Craig Eiland, Windstorm Litigation- a settlement offer.

3. Reconvene Specially Scheduled Meeting and call Workshop to Order.
4. Severe Repetitive Loss Grant update presented by John Simsen.
5. Discuss the status of the San Luis Pass Toll Bridge submitted by Commissioner Pct. 2.
6. Discuss FY11 Rollover Budget Amendment presented by Budget Officer.
7. Report on Galveston County Parks, Recreation, Open Space and Natural Resources Master Plan presented by Parks & Senior Services Director.
8. Adjourn Special Meeting.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

Call to Order Regularly Scheduled Meeting.

- *1. Submitted by County Auditor's Office:
 - a. Approval of Accounts Payable checks dated 9/27/11.
 - b. Orders for supplemental payroll period ending 9/14/11 Bi-weekly #19.

- c. Condensed monthly financial report for June 2011.
 - d. Internal audit report of the County Parks Department dated August 25, 2011 with response letter from Dennis Harris, Director of Parks and Senior Services.
- *2. Receive and file *Galveston Central Appraisal District approved 2012 Operating Budget*.
 - *3. Receive and file *Certificates for County Judge Mark Henry: Governing Texas Counties and and New Judges Orientation*.
 - *4. *Notice of Settlement of Property Damage Claim* submitted by County Legal: Date of Loss: April 4, 2011 Amount: \$300.00.
 - *5. Request *Authorization to Dispose of County Property through GovDeals* submitted by the Purchasing Agent.
 - *6. Receive and file copy of *Office Depot Rebate Check* submitted by the Purchasing Agent.
 - *7. Receive and file the *Purchasing Agent FY2012 Budget* submitted by Purchasing Agent.
 - *8. Receive and File *Resolutions to the Texas Department of Transportation regarding the Elevation of FM 3005* from the City of Galveston, City of Jamaica Beach and West Galveston Island Property Owners Association, submitted by the Natural Resource Coordinator.
 - *9. Receive and file *Interlocal Agreement for Funding of DFPS with attachment "I"* submitted by the Community Services Director.
 - *10. Consideration of a Resolution Honoring the following Retirees: John Lee, Evelyn Markides, and Freeman Mendell.
 - *11. Request for Waiver or refund of penalty and interest due to a Clerical Error submitted by the Tax Assessor Collector:
 - a. 5577-0000-0504-000 Nella Margaret Gambrell
 - b. 2655-0089-0034-000 Bobby Blankenship
 - c. 6513-0000-2420-005 Milton & Leslie Howard
 - d. 6670-0000-0138-000 Lora Deligans
- 12. Consideration of authorizing County Judge to extend contract with Galveston Economic Development Partnership for FY 2012, submitted by Commissioner Precinct 2.

13. Consideration to expend County Funds for the Economic Development of all incorporated cities within the jurisdiction of Galveston County submitted by County Judge.
14. Consideration of an Order setting Petit Jurors' Pay and Grand Jurors' Pay submitted by the District Clerk.
15. Consideration of assessment of the appropriate penalty of wage rate violation by Milam & Co. Painting, Inc., under the Texas Gov't Ch. 2258 submitted by the Wage Compliance Officer.
16. Consideration of approval of Galveston County Department of Parks and Senior Services grant application and resolution to the Texas Department of Agriculture, Texans Feeding Texans Grant submitted by the Parks & Senior Services Director.
17. Consideration of approval of a resolution authorizing a county grant to Bay Area Meals on Wheels, Inc. in the amount of \$1,000 in support of the Texas Department of Agriculture's Texans Feeding Texans Grant application submitted by the Parks & Senior Services Director.
18. Consideration of approval of contract instructors agreements between Galveston County Department of Parks & Senior Services and Program Instructors at various Senior Centers and authorize the Parks Director to sign agreements, submitted by the Parks & Senior Services Director.
19. Consideration of approval of inter-local agreement between Galveston County and the City of League City for construction of recreational facilities at Walter Hall Park submitted by Parks & Senior Services Director.
20. Consideration of approval of inter-local agreement/ Memorandum of Understanding between Galveston County Sheriff's Department and Dickinson ISD for the Coastal Alternative Program (CAP) submitted by Sheriff's Office.
21. Consideration of change order no. 1 to the AAA Asphalt Services, Inc. contract for the Caroline Street Pavement Reconstruction project submitted by the County Engineer.
22. Consideration of amendment no. 1 to the Pate Engineers, Inc professional engineering agreement for the Owens Drive project submitted by the County Engineer.
23. Consideration of change order no. 3 to the Conrad Construction Co., LTD contract for the Melody Lane Reconstruction project submitted by the County Engineer.
24. Consider authorizing an extension on the following bid submitted by the Purchasing Agent.

- a. **Bid #B092031 Automotive Parts and Supplies**
- 25. Request authorization to cancel the following RFP submitted by the Purchasing Agent.
 - a. **RFP #B112027 Uniform Rental and Service**
- 26. Request authorization for the Purchasing Agent to utilize the BuyBoard Cooperative for uniform rental services submitted by the Purchasing Agent.
- 27. Request authorization to extend the following bid/RFP's submitted by the Purchasing Agent.
 - a. **RFP #B102017 Property & Casualty Insurance**
 - b. **Bid #B112001 Emergency Equipment for Sheriff's Office**
 - c. **Bid #B112002 Electrical Services for Galveston County**
- 28. Consider recommendation of awarding a contract on the following RFP's submitted by the Purchasing Agent.
 - a. **RFP #B112028 Indigent Burial Services**
 - b. **RFP #B111052 San Leon Fire & EMS Facility**
 - c. **RFP #B111053 Crystal Beach Fire & EMS Facility**
- 29. Consideration of utilizing the Department of Information Resources (DIR) in lieu of competitive bidding statute to procure the following for the Information Technology Department submitted by the Purchasing Agent.
 - a. Cisco Smartnet Maintenance
 - b. Powerededge Servers
- 30. Consideration of Approving a Contract to Provide Mental Health Court-Appointed Services to the Probate Court submitted by the District Attorney.
- 31. Consideration of Budget Amendments as submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	11-143-0927-A	Budget Office - Budget request to fund various capital projects with Limited Tax County Building Build America Bonds, Series 2009B and Combination Tax/Revenue Certificates of

Obligation, Series 2003C.

2011	11-144-0927-B	Justice Administration - Budget request for additional funds to cover attorneys fees through the end of the fiscal year 2011.
2012	12-004-0927-A	Community Services - Budget request to fund Galveston Economic Development Partnership for fiscal year 2012.

32. Consideration of Extending the Inspection Period on the Agreement to Sell and Purchase the Lowe's tract located beginning at 55th and Broadway for an additional week expiring September 26, 2011 submitted by County Legal.
33. Consideration of execution of Modification and Ratification of Lease Agreement with Buzbee Properties, Inc. for Justice of the Peace, Pct. 8-2 submitted by County Legal.
34. Consideration of an order setting Civil Citation fees to be charged by the Galveston County Sheriff and Constables for calendar year 2012 submitted by County Legal.
35. Consideration of authorizing the Director of County Legal to execute all final closing papers on the Lowe's transaction submitted by County Legal.
36. Consideration of an Order designating the first Tuesday of each month as the Regular Term of the Galveston County Commissioners' Court submitted by County Legal.
37. Receipt of Petition to change the name of portions of Caroline Street in unincorporated areas of Galveston County to Green Caye Boulevard (Caroline) submitted by County Legal on behalf of Thom Schneider, President of Green Caye Enterprises, Inc.
38. Consideration of authorizing the addition of a mitigation action to the Galveston County section of the Galveston County Hazard Mitigation Plan for a project to update the Bolivar Peninsula Flood Mitigation Plan, and authorize submission of the mitigation action and record of change forms to the Texas Division of Emergency Management, submitted by the Natural Resource Coordinator.
39. Update on the Housing Program submitted by the Housing Director.

AGENDA

ITEM

#1



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, IT Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

September 20, 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday,

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 9/27/11

Orders for Supplemental Payroll period ending 9/14/11 Bi-Weekly #19

Condensed monthly financial report for June 2011

Internal audit report of the County Parks Departments dated August 25, 2011 with response letter from Dennis Harris, Director of Parks and Senior Services

AGENDA

ITEM

#1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
FUND: 1101 General Fund		
Warrant #: VW 00000275	Payee Name: BAKER, STEPHEN W	
SEP 2011 SRVC	1101121000 - 5431301 Justice Administration - Relief Associate Judge	901.25
	Warrant Total:	901.25
Warrant # VW 00000276	Payee Name: BOB PAGAN FORD INC	
227838	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	675.47
227923	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	814.92
228002	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	930.63
228052	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	2,313.61
228091	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	907.28
228102	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	54.08
228103	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	498.15
228112	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,046.89
228140	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	144.44
228162	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	156.54
228164	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	511.40
228165	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	45.08
228203	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	920.73
228223	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.90
228252	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	42.49
228263	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	490.82
	Warrant Total:	9,592.43
Warrant #: VW 00000278	Payee Name: KEYWORTHS HARDWARE INC	
000192504	1101610200 - 5310000 County Extension - Supplies and Materials	43.65
	Warrant Total	43.65
Warrant # VW 00347774	Payee Name: ABL MANAGEMENT INC	
183279	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,937.03
	Warrant Total:	18,937.03
Warrant #: VW 00347775	Payee Name: ACS GOVERNMENT SYSTEM INC	
679585	1101159100 - 5423500 Information Technology - Maintenance of Software	14,846.05
	Warrant Total:	14,846.05
Warrant #: VW 00347776	Payee Name: ACTION FLAGS AND BANNERS	
366202	1101114000 - 5310000 County Clerk - Supplies and Materials	385.20
	Warrant Total:	385.20
Warrant #: VW 00347777	Payee Name: ADOBE TITLE	
823304	1101000010 - 4414012 General Government - County Clerk Refund of Fees	20.00
	Warrant Total	20.00
Warrant #: VW 00347778	Payee Name: AECOM USA INC	
37165240	1101522020 - 5737312 Parks Department - Washington Park Improvements	726.80
37165240	1101522020 - 5737512 Parks Department - TPWD 61st Boat Ramp Imprv	3,960.34
	Warrant Total	4,687.14
Warrant #: VW 00347779	Payee Name: ALDRIDGE & ASSOCIATES	
11CR2211 082711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
315435 091511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
Warrant Total:		585.00
Warrant #: VW 00347786	Payee Name: ANDERSON, JUDGE JAMES	
8/22/11 MLG	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	52 17
Warrant Total:		52.17
Warrant #: VW 00347788	Payee Name: AULTIMATE ENTERTAINMENT	
20110914	1101291010 - 5423000 Emergency Management - Maint/Repairs Equipment	626 00
Warrant Total:		626 00
Warrant #: VW 00347790	Payee Name: B.L. ALEXANDER ENTERPRISES INC	
8340	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	1,275 00
8341	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	640 00
Warrant Total:		1,915.00
Warrant #: VW 00347792	Payee Name: BARNETT, STEPHANIE B	
06CR3629 070711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	344 50
11CR0517 091611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	656 50
11CR1237 090211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		1,261.00
Warrant #: VW 00347796	Payee Name: BERARDINELLI CORREIA, SHAUNA L	
11JV0007 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
Warrant Total:		227.50
Warrant #: VW 00347797	Payee Name: BETA TECHNOLOGY INC	
563532	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	644 40
Warrant Total:		644.40
Warrant #: VW 00347798	Payee Name: BETH A KLEIN & ASSOCIATES PC	
10CP0085 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,222 00
10CP0119 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	711 75
11CP0054 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50
Warrant Total:		1,966.25
Warrant #: VW 00347799	Payee Name: BFI WASTE SERVICES OF TEXAS LP	
0855000454739	1101610200 - 5481000 County Extension - Contract Service	227 03
Warrant Total:		227.03
Warrant #: VW 00347801	Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY	
10002875 082111	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	516 07
Warrant Total:		516.07
Warrant #: VW 00347802	Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY	
819531 OVERPYMT	1101000010 - 4414012 General Government - County Clerk Refund of Fees	112 00
Warrant Total:		112.00
Warrant #: VW 00347803	Payee Name: BONDED MAINTENANCE COMPANY	
2967375	1101170100 - 5412094 Facilities Svcs & Maintenance - CareHere Clinic Expenditu	426 03
Warrant Total:		426.03

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00347805	Payee Name: BRIGGS, LYNETTE	
11JV0217 091611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	370.50
	Warrant Total:	370.50
Warrant #: VW 00347807	Payee Name: BROWN, ADAM BANKS	
11CR1435 091511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50
	Warrant Total:	97.50
Warrant #: VW 00347809	Payee Name: BROWN, RAYMOND L	
8/24-25/11 TRVL	1101443100 - 5496100 Indigent Care & Medication - Travel	57.00
8/24-25/11 TRVL	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	221.45
	Warrant Total:	278.45
Warrant #: VW 00347811	Payee Name: BUYATHREAD	
17527	1101223800 - 5312101 Constable Pct #8 - Uniform Expense	75.00
	Warrant Total:	75.00
Warrant #: VW 00347812	Payee Name: CALVE GROUP INC, THE	
10CR3636 SEP1311	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	912.00
	Warrant Total:	912.00
Warrant #: VW 00347815	Payee Name: CAROLINA BIOLOGICAL SUPPLY CO	
47779101 R1	1101610200 - 5310000 County Extension - Supplies and Materials	396.55
	Warrant Total:	396.55
Warrant #: VW 00347816	Payee Name: CASTILLO, MARK A	
312502 072111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	162.00
	Warrant Total:	162.00
Warrant #: VW 00347818	Payee Name: CDW GOVERNMENT INC	
ZQS6797	1101126100 - 5310000 District Clerk - Supplies and Materials	762.00
	Warrant Total:	762.00
Warrant #: VW 00347819	Payee Name: CEASER, KENDRIC	
305838 082211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,527.50
	Warrant Total:	1,527.50
Warrant #: VW 00347821	Payee Name: CHAN, CONNIE	
090911 CRT RPTR	1101121000 - 5411102 Justice Administration - Prof Serv Transcripts	1,572.00
	Warrant Total:	1,572.00
Warrant #: VW 00347824	Payee Name: CITI BANK USA N A	
065176471109	1101610200 - 5322010 County Extension - Auto Fuel Expense	68.92
	Warrant Total:	68.92
Warrant #: VW 00347825	Payee Name: CITY OF GALVESTON	
100111 RENEWAL	1101170100 - 5310001 Facilities Svcs & Maintenance - Depart Supplies-Non Cap F	25.00
	Warrant Total:	25.00
Warrant #: VW 00347827	Payee Name: CITY OF GALVESTON	
160110	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	103.73
443121	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	118.02

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
740840	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		321.75
Warrant #: VW 00347830	Payee Name: CITY OF TEXAS CITY	
2435584427	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
Warrant Total:		100.00
Warrant #: VW 00347831	Payee Name: CLARK, DIANE	
08FD1432 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	539.50
10CP0053 091411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	71.50
10CP0099 091411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	19.50
11CP0004 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
Warrant Total:		695.50
Warrant #: VW 00347832	Payee Name: CLEMENTS, CLYDE WESLEY	
10CR2501 090211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,560.00
10CR3327 090911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	520.00
11CR0507 091911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	845.00
11CR0559 091911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780.00
313934 082611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	455.00
Warrant Total:		4,160.00
Warrant #: VW 00347834	Payee Name: COASTAL SURVEYING OF TEXAS	
1108001	1101190100 - 5481000 County Engineer - Contract Service	2,500.00
Warrant Total:		2,500.00
Warrant #: VW 00347835	Payee Name: COCHRAN, WINSTON E JR	
10CR0994 091911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
Warrant Total:		195.00
Warrant #: VW 00347836	Payee Name: CRESCENT ENGINEERING COMPANY INC	
L2919	1101522020 - 5424000 Parks Department - Maint & Repairs Buildings	141.86
Warrant Total:		141.86
Warrant #: VW 00347838	Payee Name: CTIC-SERVICE LINK	
822708	1101000010 - 4414012 General Government - County Clerk Refund of Fees	16.00
Warrant Total:		16.00
Warrant #: VW 00347839	Payee Name: DAHLENBURG, MICHAEL L	
11CP0033 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	84.50
Warrant Total:		84.50
Warrant #: VW 00347841	Payee Name: DAUGHTRY & JORDAN PC	
20115831CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
Warrant Total:		5.00
Warrant #: VW 00347842	Payee Name: DAVID'S ISLAND	
02279	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	5,949.00
Warrant Total:		5,949.00
Warrant #: VW 00347843	Payee Name: DAVIS, ERIC J	
10CR3520 080411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	97.50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
Warrant Total:		97 50
Warrant #: VW 00347844	Payee Name: DAVISON, AMRI	
09CV1183 091311	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
09CV1183 091611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	126 64
Warrant Total:		253.28
Warrant #: VW 00347846	Payee Name: DHI TITLE	
426	1101000000 - 2460015 General Fund - County Clrk Draw Down Deposits	908 00
Warrant Total:		908.00
Warrant #: VW 00347848	Payee Name: DIAMOND SHAMROCK	
64037336 091611	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	506 18
Warrant Total:		506.18
Warrant #: VW 00347850	Payee Name: DIAZ, MARK A	
11CR1853 082911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
Warrant Total:		130.00
Warrant #: VW 00347851	Payee Name: DICKEY, BARRY G	
10CR1138 051211	1101121000 - 5431102 Justice Administration - Prof Svcs-Expert Witness	2,500 00
Warrant Total:		2,500 00
Warrant #: VW 00347852	Payee Name: DICKSON, CHRISTY ANNE	
PY00331713	1101114030 - 5100000 Election Expense - Salaries	1,328 02
Warrant Total:		1,328.02
Warrant #: VW 00347853	Payee Name: DISHER, DAVID A	
312332 082611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
Warrant Total:		455.00
Warrant #: VW 00347854	Payee Name: DONNA BROWN INVESTIGATION & RESEARCH	
10CR2165 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	2,486 25
Warrant Total:		2,486 25
Warrant #: VW 00347855	Payee Name: DRAGONY, RACHEL ANN	
07CR3015 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
Warrant Total:		520.00
Warrant #: VW 00347857	Payee Name: DUCOTE, JAMES	
11CR0637 090711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	503 29
11CR1678 091011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		698.29
Warrant #: VW 00347860	Payee Name: FANNING AND FANNING PLLC	
10CR3572 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	942 50
Warrant Total:		942.50
Warrant #: VW 00347861	Payee Name: FANNING AND FANNING PLLC	
JAIL DKT 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
Warrant Total:		950.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00347862	Payee Name: FAUS, SALVADOR	
11JV0212 090711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	146.25
	Warrant Total:	146.25
Warrant #: VW 00347863	Payee Name: FAUS, SALVADOR	
11CR0866 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357.50
	Warrant Total:	357.50
Warrant #: VW 00347864	Payee Name: FEDEX CORP	
761410983	1101151400 - 5311140 Professional Services - Postage	49.28
	Warrant Total:	49.28
Warrant #: VW 00347865	Payee Name: FERNANDEZ, JOHN	
6/27-7/1 MEALS	1101211163 - 5495203 Sheriff Services ISDS - Training - CCISD	270.00
	Warrant Total:	270.00
Warrant #: VW 00347866	Payee Name: FIRST CHOICE POWER	
655001101446450	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	147.13
655001101760745	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
655001101903225C	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
655001200895745	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	91.79
	Warrant Total:	438.92
Warrant #: VW 00347868	Payee Name: FOWLER, JANA K	
091211 CRTRPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	759.84
	Warrant Total:	759.84
Warrant #: VW 00347870	Payee Name: GALVESTON COUNTY EMERGENCY	
20110906	1101522020 - 5310000 Parks Department - Supplies and Materials	232.58
	Warrant Total:	232.58
Warrant #: VW 00347872	Payee Name: GALVESTON COUNTY SHERIFF'S DEPT	
SEP 9 2011 MEALS	1101211132 - 5496153 M H M R -Sheriff - In-State Transport	26.98
	Warrant Total:	26.98
Warrant #: VW 00347873	Payee Name: GALVESTON COUNTY SHERIFF'S DEPT	
711564 PARKING	1101211121 - 5496100 Sheriff-Criminal Investigation - Travel	12.00
SEP 2011 MEALS	1101211132 - 5496153 M H M R -Sheriff - In-State Transport	32.84
	Warrant Total:	44.84
Warrant #: VW 00347874	Payee Name: GELB, JEFFREY	
JAIL DKT 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950.00
	Warrant Total:	950.00
Warrant #: VW 00347875	Payee Name: GHG CORPORATION	
20595	1101159100 - 5481000 Information Technology - Contract Service	475.00
	Warrant Total:	475.00
Warrant #: VW 00347876	Payee Name: GILLMAN, MICHAEL DAVID	
11CR0923 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	650.00
	Warrant Total:	650.00

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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00347877	Payee Name: GLAZE, RENITA	
6/19-23/11 MEALS	110121163 - 5495203 Sheriff Services ISDS - Training - CCISD	225.00
	Warrant Total:	225.00
Warrant #: VW 00347879	Payee Name: GUCWA, CHRISTINA MARIE	
10CP0054 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	845.00
10CP0057 090611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	611.00
10CP0091 090611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	494.00
10CP0116 090611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	377.00
11CP0002 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	396.50
11CP0016 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	188.50
11CP0022 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	559.00
11CP0047 090611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	104.00
	Warrant Total:	3,575.00
Warrant #: VW 00347880	Payee Name: GUIDRY NEWS SERVICE	
RENWL 2012	1101110000 - 5317000 General Government - Books & Periodicals	5,000.00
	Warrant Total:	5,000.00
Warrant #: VW 00347881	Payee Name: GULF COAST CENTURY	
84166	1101151500 - 5310000 Tax Assessor Collector - Supplies and Materials	2,190.00
	Warrant Total:	2,190.00
Warrant #: VW 00347882	Payee Name: HDR ENGINEERING INC	
325505H	1101190100 - 5481000 County Engineer - Contract Service	2,158.23
	Warrant Total:	2,158.23
Warrant #: VW 00347883	Payee Name: HIRSCH & WESTHEIMER P.C	
20114906CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
	Warrant Total:	5.00
Warrant #: VW 00347884	Payee Name: IBRAHIM & ELLIOTT LLP	
11CR1720 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390.00
	Warrant Total:	390.00
Warrant #: VW 00347885	Payee Name: IBRAHIM & ELLIOTT LLP	
11CR1331 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
	Warrant Total:	325.00
Warrant #: VW 00347886	Payee Name: IHDE, MARGO	
6/19-23/11 MEALS	110121163 - 5495203 Sheriff Services ISDS - Training - CCISD	225.00
	Warrant Total:	225.00
Warrant #: VW 00347887	Payee Name: INDECOMM GLOBAL SERVICES	
2011036123	1101000010 - 4414012 General Government - County Clerk Refund of Fees	16.00
	Warrant Total:	16.00
Warrant #: VW 00347888	Payee Name: INFOSAT COMMUNICATIONS	
63687	1101159100 - 5492111 Information Technology - Telephone Cellular	42.91
	Warrant Total:	42.91
Warrant #: VW 00347892	Payee Name: JONES, MAXINE	

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Invoice Number	Account Info	Amount
PERMIT 7870	1101000050 - 4471010 Culture and Recreation - User Fees - W H Park	420 00
PERMIT 7870	1101000050 - 4473011 Culture and Recreation - Overtime Park Permits	40 00
Warrant Total:		460.00
Warrant #: VW 00347893	Payee Name: JONES, STACEY LEE	
ARI1100104	1101127100 - 5481000 District Attorney - Contract Service	3,599 75
Warrant Total:		3,599.75
Warrant #: VW 00347894	Payee Name: KLEEN JANITORIAL SUPPLY COMPANY	
1649	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,409 90
1667	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,092 87
1669	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	1,545 33
Warrant Total:		4,048.10
Warrant #: VW 00347895	Payee Name: LA POINT, APRIL	
PERMIT 7684	1101000050 - 4471012 Culture and Recreation - User Fees - Runge Park	85 00
Warrant Total:		85.00
Warrant #: VW 00347896	Payee Name: LAW FIRM OF TOT KIM LE	
11CR1513 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	598 00
Warrant Total:		598.00
Warrant #: VW 00347897	Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE	
05CR2672 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	861 25
Warrant Total:		861 25
Warrant #: VW 00347898	Payee Name: LAW OFFICE OF MICHELE BASSETT	
07CP0103 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	267 21
09CP0099 060911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	565 50
10CP0017 020811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	247 00
10CP0037 011811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	299 00
10CP0050 091011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	305 50
10CP0053 072811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	208 00
10CP0070 072511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	143 00
10CP0077 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	825 50
10CP0085 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	208 00
10CP0100 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	364 00
10CP0124 082111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	214 50
11CP0002 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 00
11CP0028 032911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	71 50
11CP0038 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	409 50
Warrant Total:		4,908.21
Warrant #: VW 00347899	Payee Name: LAW OFFICE OF PAUL B KENNEDY	
312804 082511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	359 50
Warrant Total:		359 50
Warrant #: VW 00347900	Payee Name: LAW OFFICES OF MARCUS J. FLEMING	
11CR1023 071211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		260.00
Warrant #: VW 00347902	Payee Name: LEAGUE CITY OUTDOOR POWER EQUIPMENT	

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Invoice Number	Account Info	Amount
5423000	1101610200 - 5423000 County Extension - Maint/Repairs Equipment	651.77
Warrant Total:		651.77
Warrant #: VW 00347903 Payee Name: LEATHERS, BILL		
311540 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	383.75
Warrant Total:		383.75
Warrant #: VW 00347907 Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC		
176673	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	54.99
176683	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	114.87
176761	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	116.25
176789	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	90.00
176855	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	17.00
176960	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	515.37
177780	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
177977	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	31.25
178270	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
178273	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	322.83
178278	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
178284	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
178388	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	28.00
178404	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	44.25
178530	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	883.39
178633	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	142.12
178763	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	27.50
178794	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	157.45
178877	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	364.43
178878	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	31.25
178879	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	71.00
178885	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	28.00
178956	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	190.68
179002	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	123.50
179083	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
179106	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	352.99
179150	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
179290	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	41.00
179354	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	33.53
179407	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	13.00
179422	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	155.84
179425	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	455.15
179481	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	14.50
179482	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39.75
179523	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	28.00
179540	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	135.00
179611	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	272.23
179643	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	89.89
179647	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	31.25
179650	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28.00
179653	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	29.12
179692	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	170.00
179708	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	228.54
179710	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	281.66
179716	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	228.54

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Invoice Number	Account Info	Amount
179725	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39 75
179742	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
179766	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
179773	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
179784	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	85 00
179792	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	149 99
179798	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,069 20
179803	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13 00
179818	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	500 64
179836	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	39 75
Warrant Total:		8,186 95
Warrant #: VW 00347908 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
AUG 11 JP1 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	649 60
Warrant Total:		649.60
Warrant #: VW 00347909 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
AUG 11 JP2 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	18 65
Warrant Total:		18.65
Warrant #: VW 00347910 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
AUG 11 JP4 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	2,819 36
Warrant Total:		2,819.36
Warrant #: VW 00347911 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
AUG 11 JP6 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	5,030 26
Warrant Total:		5,030.26
Warrant #: VW 00347912 Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP		
AUG 11 JP7 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	3,494 79
Warrant Total:		3,494.79
Warrant #: VW 00347916 Payee Name: LYONS, FRANK		
8139	1101000050 - 4471013 Culture and Recreation - User Fees - Ft Travis Park	90 00
Warrant Total:		90.00
Warrant #: VW 00347917 Payee Name: MABRY HERBECK & ROBERTS LLP		
827709	1101000010 - 4414012 General Government - County Clerk Refund of Fees	24 00
Warrant Total:		24.00
Warrant #: VW 00347918 Payee Name: MAILROOM FINANCE INC		
55204105 090111	1101159100 - 5311140 Information Technology - Postage	51,824 31
Warrant Total:		51,824.31
Warrant #: VW 00347920 Payee Name: MANGLE, CHRISTINE L		
02CP0006 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	104 00
07CP0002 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	879 00
07CP0035 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	601 77
08CP0095 -090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	71 50
10CP0036 -090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	78 00
10CP0068 -090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	903 50
10CP0117 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50

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Invoice Number	Account Info	Amount
11CP0009 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	791 97
Warrant Total:		3,462.24
Warrant #: VW 00347921	Payee Name: MARION, WILLIAM DAVID	
07CP0001 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123 50
09CP0072 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	364 00
10CP0026 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
10CP0039 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,001 00
10CP0053 091511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	266 50
10CP0074 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	32 50
10CP0085 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
11CP0009 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0021 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	500 50
11CP0030 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221 00
11CP0043 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	305 50
11CP0045 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117 00
11CP0050 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	45 50
Warrant Total:		3,510.00
Warrant #: VW 00347922	Payee Name: MARKETING SPECIALTIES INC	
2844	1101451110 - 5493100 Senior Citizens - Advertising	1,421 96
Warrant Total:		1,421.96
Warrant #: VW 00347924	Payee Name: MATHESON TRI-GAS INC	
02855499	1101522020 - 5310000 Parks Department - Supplies and Materials	65 12
03054302	1101522020 - 5310000 Parks Department - Supplies and Materials	65 12
Warrant Total:		130.24
Warrant #: VW 00347925	Payee Name: MAUZY, BRUCE	
10CP0043 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	279 50
10CP0068 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	78 00
11CP0018 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117 00
11CP0029 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	201 50
11CP0049 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	474 50
Warrant Total:		1,150.50
Warrant #: VW 00347926	Payee Name: MAXIMUS CONSULTING SERVICES, INC.	
001	1101110000 - 5481000 General Government - Contract Service	15,500 00
Warrant Total:		15,500.00
Warrant #: VW 00347927	Payee Name: MCBRIDE LAW FIRM	
311636 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	328 25
Warrant Total:		328 25
Warrant #: VW 00347930	Payee Name: MCLEOD ALEXANDER POWEL & APFFEL	
10CP0027 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
10CP0108 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	429 00
11CP0049 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	234 00
11CP0055 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	58 50
20115647CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
Warrant Total:		794.50
Warrant #: VW 00347932	Payee Name: MENDEZ, LEONORA	

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Invoice Number	Account Info	Amount
6/21-9/9/11 MLG	1101451110 - 5496301 Senior Citizens - Auto Mileage	50 60
Warrant Total:		50 60
Warrant #: VW 00347934	Payee Name: MITCHELL CHUOKE PLUMBING CO	
8018	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	300 00
Warrant Total:		300.00
Warrant #: VW 00347936	Payee Name: MORRIS, PHILLIP W	
11CR0925 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390.00
Warrant Total:		390 00
Warrant #: VW 00347937	Payee Name: MUELLER, DINAH J	
10CP0043 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	409 50
10CP0119 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	227 50
10CP0122 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	146 25
11CP0002 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	318 50
Warrant Total:		1,101.75
Warrant #: VW 00347940	Payee Name: MUNRO'S UNIFORM SERVICES LTD	
55995	1101522020 - 5426106 Parks Department - Uniform Leasing	16 25
55997	1101522020 - 5481000 Parks Department - Contract Service	9 46
56247	1101522020 - 5481000 Parks Department - Contract Service	12 50
56248	1101522020 - 5426106 Parks Department - Uniform Leasing	43.50
56256	1101522020 - 5481000 Parks Department - Contract Service	6 00
56257	1101522020 - 5426106 Parks Department - Uniform Leasing	66 75
56258	1101522020 - 5481000 Parks Department - Contract Service	23 55
56259	1101522020 - 5426106 Parks Department - Uniform Leasing	12 75
56268	1101522020 - 5481000 Parks Department - Contract Service	12 15
57029	1101522020 - 5426106 Parks Department - Uniform Leasing	43 50
57031	1101522020 - 5481000 Parks Department - Contract Service	9 46
57277	1101522020 - 5481000 Parks Department - Contract Service	12 50
57278	1101522020 - 5426106 Parks Department - Uniform Leasing	43 50
57286	1101522020 - 5481000 Parks Department - Contract Service	6 00
57287	1101522020 - 5426106 Parks Department - Uniform Leasing	66 75
57288	1101522020 - 5481000 Parks Department - Contract Service	23 55
Warrant Total:		408.17
Warrant #: VW 00347943	Payee Name: NAJER, MAURICE	
11CR2252 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
Warrant Total:		357 50
Warrant #: VW 00347945	Payee Name: NELSON, ERIK	
11CR1888 082311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
312951 060911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
Warrant Total:		487 50
Warrant #: VW 00347946	Payee Name: NICKELSON, LINDA J	
10CR3614 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,127.75
11CR1746 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	217 75
Warrant Total:		1,345.50
Warrant #: VW 00347948	Payee Name: NRG ENERGY INC	
8155947	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00

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Invoice Number	Account Info	Amount
Warrant Total:		100.00
Warrant #: VW 00347949	Payee Name: NULL LAIRSON PC	
957133	1101110000 - 5414200 General Government - Prof Serv Audit Fees	5,000.00
957622	1101110000 - 5414200 General Government - Prof Serv Audit Fees	35,000.00
Warrant Total:		40,000.00
Warrant #: VW 00347950	Payee Name: OFFICIAL PAYMENTS CORP	
RINV0002945536BL	1101000000 - 2296099 General Fund - Due to Credit Card Co	245.00
Warrant Total:		245.00
Warrant #: VW 00347952	Payee Name: OMNI PUBLISHERS INC	
2011-2012 BOOK	1101123110 - 5310000 Justice Court Pct #1 - Supplies and Materials	73.95
Warrant Total:		73.95
Warrant #: VW 00347954	Payee Name: ORTIZ-TAING LAW FIRM PC	
09CP0047 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,618.50
09CP0101 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,042.00
10CP0076 083110	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	13.00
10CP0096 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	594.75
10CP0117 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487.50
10CP0118 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	923.00
11CP0032 083111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	182.00
Warrant Total:		6,860.75
Warrant #: VW 00347955	Payee Name: PAPILLON PUBLISHING	
11154	1101126100 - 5310000 District Clerk - Supplies and Materials	586.31
Warrant Total:		586.31
Warrant #: VW 00347957	Payee Name: PARKER & POMPA INC	
256478	1101211160 - 5310000 Training-Sheriff's Department - Supplies and Materials	237.59
Warrant Total:		237.59
Warrant #: VW 00347960	Payee Name: PATRIOT USA SETTLEMENT SERVICES	
2011039957	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
Warrant Total:		8.00
Warrant #: VW 00347962	Payee Name: PENGAD	
31587501	1101153000 - 5310000 Legal Department - Supplies and Materials	68.50
Warrant Total:		68.50
Warrant #: VW 00347964	Payee Name: PEREZ, OLDA	
5/25-9/16/11 MLG	1101451110 - 5496301 Senior Citizens - Auto Mileage	64.35
Warrant Total:		64.35
Warrant #: VW 00347966	Payee Name: PIPE MASTER PLUMBING LLC	
1822	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	574.00
Warrant Total:		574.00
Warrant #: VW 00347967	Payee Name: PITNEY BOWES	
3110103JY11	1101159100 - 5426100 Information Technology - Equipment Rental/Lease	89.00
Warrant Total:		89.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00347969	Payee Name: PORT SUPPLY	
2448	1101211143 - 5423104 Patrol Division - Maint/Repairs Boat	67.46
	Warrant Total:	67.46
Warrant #: VW 00347970	Payee Name: PRESENTA PLAQUE CORP	
11147	1101127100 - 5310000 District Attorney - Supplies and Materials	234.02
	Warrant Total:	234.02
Warrant #: VW 00347971	Payee Name: PRINTECH INC	
IN57761	1101159100 - 5481000 Information Technology - Contract Service	550.00
	Warrant Total:	550.00
Warrant #: VW 00347973	Payee Name: QUINTANILLA, DONNIE	
JAIL DKT 090211	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	950.00
	Warrant Total:	950.00
Warrant #: VW 00347974	Payee Name: RAMIREZ, TANYA E	
SEP 2011	1101211101 - 5481000 Administration Sheriff Dept - Contract Service	3,862.50
	Warrant Total:	3,862.50
Warrant #: VW 00347975	Payee Name: RAXCO SOFTWARE INC	
144922	1101159100 - 5423500 Information Technology - Maintenance of Software	1,360.00
	Warrant Total:	1,360.00
Warrant #: VW 00347976	Payee Name: REED ELSEVIER INC	
1108112639	1101123110 - 5310000 Justice Court Pct #1 - Supplies and Materials	59.00
	Warrant Total:	59.00
Warrant #: VW 00347977	Payee Name: REED, WILLIAM	
090911 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	41.07
RMB 090211	1101125100 - 5432131 Jury and Trial Expense - Professional Srv Intoxilizer	35.01
	Warrant Total:	76.08
Warrant #: VW 00347978	Payee Name: RIOS, MARTHA	
AUG 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	310.25
	Warrant Total:	310.25
Warrant #: VW 00347979	Payee Name: ROBERTS, BARBARA	
080311 RMB BOOK	1101121000 - 5310000 Justice Administration - Supplies and Materials	81.19
	Warrant Total:	81.19
Warrant #: VW 00347980	Payee Name: ROELL, HOLLY C	
10CP0049 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	312.50
	Warrant Total:	312.50
Warrant #: VW 00347983	Payee Name: RUSSELL, GREG	
10CR1389 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617.50
11CR1921 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487.50
	Warrant Total:	1,105.00
Warrant #: VW 00347985	Payee Name: SANTA FE AUTO PARTS INC	
48447	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	46.99

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Invoice Number	Account Info	Amount
53199	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	26 62
53474	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	96 41
53619	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	15 00
57567	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	50 16
57911	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	2 22
60906	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	553 90
61590	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	44 48
61844	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	23 56
62099	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	281 88
62173	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	179 59
63102	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	45 99
64308	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	50 45
64536	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	188 28
64638	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	4 97
64672	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	34 85
64901	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	68 24
64945	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	85 68
65675	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	2 99
66884	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	178 55
Warrant Total:		1,980.81
Warrant #: VW 00347987 Payee Name: SCHWAB, TAYLOR		
11CR0588 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	682 50
11CR0764 090611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585 00
Warrant Total:		1,267 50
Warrant #: VW 00347988 Payee Name: SCOTT, SHELBY		
11CR1839 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	438 75
Warrant Total:		438.75
Warrant #: VW 00347989 Payee Name: SEARS & BENNETT LLP		
11CR0760 091311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	812 50
99CR2063 091611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292 50
Warrant Total:		1,105.00
Warrant #: VW 00347990 Payee Name: SEARS ROEBUCK AND COMPANY		
T003970	1101121000 - 5310000 Justice Administration - Supplies and Materials	-79 95
T003978	1101121000 - 5310000 Justice Administration - Supplies and Materials	-79 95
T286533	1101121000 - 5310000 Justice Administration - Supplies and Materials	169 85
Warrant Total:		9.95
Warrant #: VW 00347993 Payee Name: SHERMAN WATKINS PLLC		
11JV0139 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
11JV0189 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130 00
Warrant Total:		455.00
Warrant #: VW 00347995 Payee Name: SHORE POWER INC		
221525	1101211121 - 5310000 Sheriff-Criminal Investigation - Supplies and Materials	217 74
Warrant Total:		217.74
Warrant #: VW 00347996 Payee Name: SIFUENTES, PETER M		
4/19-20/11 MEALS	1101211163 - 5495203 Sheriff Services ISDS - Training - CCISD	135 00

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Invoice Number	Account Info	Amount
Warrant #: VW 00347997		Warrant Total:
Payee Name: SMITH, PATRICIA		135.00
8/8-9/16/11 MLG	1101451110 - 5496301 Senior Citizens - Auto Mileage	110.00
		Warrant Total:
		110.00
Warrant #: VW 00347999		Payee Name: SOLIS, SUSAN RYAN
10CP0027 090111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	182.00
10CP0044 090111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	661.40
10CP0068 090111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	39.00
10CP0100 090111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	474.50
10CP0116 090111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	39.00
		Warrant Total:
		1,395.90
Warrant #: VW 00348000		Payee Name: SOLUTIONS4SURE.COM INC
B110817032V1	1101159100 - 5310000 Information Technology - Supplies and Materials	5,163.20
B110817032V2	1101159100 - 5310000 Information Technology - Supplies and Materials	290.70
		Warrant Total:
		5,453.90
Warrant #: VW 00348003		Payee Name: SOUTHERN COMPUTER WAREHOUSE
0402317	1101159100 - 5310000 Information Technology - Supplies and Materials	572.91
		Warrant Total:
		572.91
Warrant #: VW 00348006		Payee Name: SPARKS LAW FIRM, THE
307596 071911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
		Warrant Total:
		130.00
Warrant #: VW 00348007		Payee Name: SPRING GLASS & MIRROR LTD
34574	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	552.00
		Warrant Total:
		552.00
Warrant #: VW 00348012		Payee Name: STERLING LAW FIRM, THE
314936 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
		Warrant Total:
		65.00
Warrant #: VW 00348013		Payee Name: STEVENS, MARK W
09CR0419 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
		Warrant Total:
		130.00
Warrant #: VW 00348014		Payee Name: STICKLER, TOMMY JAMES
11CR0876 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585.00
11CR1756 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
310461 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325.00
		Warrant Total:
		1,235.00
Warrant #: VW 00348015		Payee Name: SUHLER, DAVID
10CR3746 090611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	900.00
11CR2068 090211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	255.00
305232 081911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	330.00
		Warrant Total:
		1,485.00
Warrant #: VW 00348018		Payee Name: SUN COAST RESOURCES INC

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Invoice Number	Account Info	Amount
90987353	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90987364	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
90987365	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	50 00
Warrant Total:		150.00
Warrant #: VW 00348019	Payee Name: SYSTEMTOOLS SOFTWARE INC	
1109097S	1101159100 - 5423500 Information Technology - Maintenance of Software	405 00
Warrant Total:		405.00
Warrant #: VW 00348020	Payee Name: T'S GUNS AND AMMO INC	
083011 SHRF PATR	1101211143 - 5310000 Patrol Division - Supplies and Materials	1,222 50
Warrant Total:		1,222 50
Warrant #: VW 00348022	Payee Name: TAYLOR, ANGELA M	
10CR1336 090911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,430 00
10CR2772 090611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	1,235 00
10CR3784 090611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	325 00
Warrant Total:		2,990.00
Warrant #: VW 00348023	Payee Name: TAYLOR, ANGELA M	
10CR2381 072911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	682 50
Warrant Total:		682.50
Warrant #: VW 00348024	Payee Name: TED MARULES & ASSOCIATES INC	
10CR1349 090711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	6 000 00
Warrant Total:		6,000.00
Warrant #: VW 00348026	Payee Name: TEXAS AGRILIFE EXTENSION	
072611 DAHL J	1101522020 - 5495100 Parks Department - Education	150 00
Warrant Total:		150.00
Warrant #: VW 00348027	Payee Name: TEXAS ASSOCIATION OF COUNTIES	
24127	1101151600 - 5496100 County Treasurer - Travel	175 00
Warrant Total:		175.00
Warrant #: VW 00348030	Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY	
9/11 TEST KITS	1101125100 - 5432131 Jury and Trial Expense - Professional Srv Intoxilizer	125 00
Warrant Total:		125.00
Warrant #: VW 00348031	Payee Name: TEXAS DISTRICT AND COUNTY ATTORNEY'S	
31432	1101127100 - 5317000 District Attorney - Books & Periodicals	631 00
Warrant Total:		631.00
Warrant #: VW 00348040	Payee Name: THOMA, JOHN	
10CR2108 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,590 00
11CR2031 082911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	475 00
311203 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	420 00
Warrant Total:		2,485.00
Warrant #: VW 00348041	Payee Name: TITLE SOURCE INC	
2011044860	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
Warrant Total:		8 00

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Invoice Number	Account Info	Amount
Warrant #: VW 00348042	Payee Name: TORRES, ROBERTO	
11CR1401 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	287.00
	Warrant Total:	287.00
Warrant #: VW 00348044	Payee Name: TRANSTAR NATIONAL TITLE	
2011039152	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
	Warrant Total:	8.00
Warrant #: VW 00348045	Payee Name: TREVINO, ISMAEL	
11CR2227 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	243.75
	Warrant Total:	243.75
Warrant #: VW 00348046	Payee Name: TROCHESSET, LOUIS	
2/20-23/11 MEALS	1101211163 - 5495203 Sheriff Services ISDS - Training - CCISD	180.00
	Warrant Total:	180.00
Warrant #: VW 00348047	Payee Name: TRUSCOTT, HELEN STEWART	
11CP0056 090711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	630.50
	Warrant Total:	630.50
Warrant #: VW 00348050	Payee Name: UNITED PARCEL SERVICE	
0000135W56361	1101159100 - 5481000 Information Technology - Contract Service	29.20
0000135W56381	1101159100 - 5481000 Information Technology - Contract Service	17.47
0000142162381	1101159100 - 5481000 Information Technology - Contract Service	12.65
000014217W361	1101159100 - 5481000 Information Technology - Contract Service	39.18
000014217W371	1101159100 - 5481000 Information Technology - Contract Service	16.45
000014217W381	1101159100 - 5481000 Information Technology - Contract Service	16.45
	Warrant Total:	131.40
Warrant #: VW 00348052	Payee Name: USA MOBILITY WIRELESS INC	
U79777491	1101159100 - 5492321 Information Technology - Pager Service	155.88
	Warrant Total:	155.88
Warrant #: VW 00348056	Payee Name: VELLA, RONALD F	
090611 CRT RPTR	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	384.00
	Warrant Total:	384.00
Warrant #: VW 00348057	Payee Name: VENTERS, KATHY	
PRMT#7299 RFD	1101000050 - 4471010 Culture and Recreation - User Fees - W H Park	80.00
	Warrant Total:	80.00
Warrant #: VW 00348060	Payee Name: WALSH, KEVIN C	
8/24-26/11 TRVL	1101151600 - 5496301 County Treasurer - Auto Mileage	313.09
9/18-22/11 TRVL	1101151600 - 5496100 County Treasurer - Travel	13.00
9/18-22/11 TRVL	1101151600 - 5496301 County Treasurer - Auto Mileage	294.15
	Warrant Total:	620.24
Warrant #: VW 00348061	Payee Name: WATKINS, GENE ANTONE	
301070 090211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520.00
	Warrant Total:	520.00
Warrant #: VW 00348066	Payee Name: WOOTEN, THOMAS J	

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Invoice Number	Account Info	Amount
11CR1759 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	503.75
Warrant Total:		503.75
Warrant #: VW 00348068	Payee Name: ZENDEH DEL AND ASSOCIATES PLLC	
11JV0019 091211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	412.12
311596 090711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	757.69
Warrant Total:		1,169.81
Warrant #: VW 00348069	Payee Name: ZENDEH DEL AND ASSOCIATES PLLC	
314236 090811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	243.75
Warrant Total:		243.75
Warrant # VW 00348070	Payee Name: ZURI INVESTIGATIONS & ATTORNEY SERVICES	
10CR1217 060311	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	747.13
Warrant Total:		747.13
FUND 1101 TOTAL:		323,351.66
FUND: 2102 Co Clerk Rec Mgt & Pres Fund		
Warrant #: VW 00347957	Payee Name: PARKER & POMPA INC	
256187	2102114020 - 5310000 County Clerk Records Mangement - Supplies and Materials	341.61
Warrant Total:		341.61
FUND 2102 TOTAL:		341.61
FUND: 2111 Tx Assess/Coll Sp Inv Tx Fund		
Warrant #: VW 00347781	Payee Name: ALLEN, DOMINIQUE	
7/31-8/3/11 TRVL	2111151551 - 5496100 Special Inventory Tax - Travel	330.77
Warrant Total:		330.77
FUND 2111 TOTAL:		330.77
FUND: 2131 DA Seized Funds Afte Aft 10/89		
Warrant #: VW 00347869	Payee Name: FREEZE, JOHNNY J	
9/8/11 MEALS	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	65.00
Warrant Total:		65.00
FUND 2131 TOTAL:		65.00
FUND: 2211 Law Library		
Warrant #: VW 00347976	Payee Name: REED ELSEVIER INC	
1108092753	2211129100 - 5317000 Law Library - Books & Periodicals	420.00
Warrant Total:		420.00
Warrant #: VW 00348011	Payee Name: STATE BAR OF TEXAS	

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
SALE239705	2211129100 - 5317000 Law Library - Books & Periodicals	125 00
Warrant Total:		125 00
Warrant #: VW 00348065	Payee Name: WEST PUBLISHING CORPORATION	
823414360	2211129100 - 5317000 Law Library - Books & Periodicals	9,581 48
823414366	2211129100 - 5317000 Law Library - Books & Periodicals	4,012 59
823439289	2211129100 - 5317000 Law Library - Books & Periodicals	2,510 87
823540418	2211129100 - 5317000 Law Library - Books & Periodicals	9,403 65
Warrant Total:		25,508.59
FUND 2211 TOTAL:		26,053.59
FUND: 2212 Mediation Services Prog Fund		
Warrant #: VW 00347785	Payee Name: AMERSON, RODGER DAN	
10FD3229 090811	2212125300 - 5432011 Mediation Services - Mediation Services	200 00
Warrant Total:		200.00
FUND 2212 TOTAL:		200.00
FUND: 2216 Probate Court Contributions Fd		
Warrant #: VW 00347817	Payee Name: CAVAZOS, MONICA	
9/7-10/11 MEALS	2216122320 - 5495100 Probate Court Contributions - Education	80 00
Warrant Total:		80.00
Warrant #: VW 00347849	Payee Name: DIAZ, DEBBIE	
9/7-10/11 MEALS	2216122320 - 5495100 Probate Court Contributions - Education	80 00
Warrant Total:		80.00
Warrant #: VW 00347859	Payee Name: EWING, MELISSA MS.	
9/7-10/11 MEALS	2216122320 - 5495100 Probate Court Contributions - Education	80 00
Warrant Total:		80.00
Warrant #: VW 00347878	Payee Name: GRANDY, CAROLYN	
SFP 2011 MEALS	2216122320 - 5495100 Probate Court Contributions - Education	80 00
Warrant Total:		80.00
Warrant #: VW 00347929	Payee Name: MCGUIRE, DONNA HAGOOD	
9/7-10/11 TRVL	2216122320 - 5495100 Probate Court Contributions - Education	358 00
Warrant Total:		358.00
Warrant #: VW 00348017	Payee Name: SULLIVAN, KIMBERLY A	
9/7-10/11 TRVL	2216122320 - 5495100 Probate Court Contributions - Education	358 00
Warrant Total:		358.00
Warrant #: VW 00348064	Payee Name: WELSH, CHRISTINE	
9/7-10/11 MEALS	2216122320 - 5495100 Probate Court Contributions - Education	80 00
Warrant Total:		80.00

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Invoice Number	Account Info	Amount
FUND 2216 TOTAL:		1,116.00
FUND: 2220 Adult Probation Fund		
Warrant #: VW 00347780	Payee Name: ALERE TOXICOLOGY SERVICES INC.	
770394	2220255101 - 5481000 Adult Probation - Contract Service	2,585.00
Warrant Total:		2,585.00
Warrant #: VW 00347794	Payee Name: BAY AREA RECOVERY CENTER	
10600	2220255101 - 5481000 Adult Probation - Contract Service	974.00
Warrant Total:		974.00
Warrant #: VW 00347840	Payee Name: DAITZ, JENNIFER	
AUG 2011 MLG	2220255101 - 5496100 Adult Probation - Travel	35.70
Warrant Total:		35.70
Warrant #: VW 00347959	Payee Name: PATHWAY TO RECOVERY INC	
PH1299	2220255101 - 5481000 Adult Probation - Contract Service	495.00
Warrant Total:		495.00
Warrant #: VW 00348055	Payee Name: VANCE, KYM	
AUG 2011 MLG	2220255101 - 5496100 Adult Probation - Travel	86.70
Warrant Total:		86.70
Warrant #: VW 00348058	Payee Name: VILLARREAL, NORMA	
9/13-14/11 RMB	2220255100 - 5310000 Adult Probation - Supplies and Materials	81.13
Warrant Total:		81.13
FUND 2220 TOTAL:		4,257.53
FUND: 2230 Juvenile Justice Fund		
Warrant #: VW 00347774	Payee Name: ABL MANAGEMENT INC	
188310	2230256118 - 5481199 Detention - Food Service Contract	1,881.35
188310	2230256119 - 5481199 Post Program - Food Service Contract	670.90
188310	2230256155 - 5481199 Juv Justice Alt Ed Program - Food Service Contract	142.81
Warrant Total:		2,695.06
Warrant #: VW 00347784	Payee Name: AMERICAN RED CROSS	
0001409621	2230256105 - 5495100 Juv Justice - Administration - Education	459.00
Warrant Total:		459.00
Warrant #: VW 00347804	Payee Name: BOYD PHD, JENINE COLLINS	
AUG 2011	2230256100 - 5412114 Juvenile Justice - Psychological Evaluations/Cert	1,125.00
Warrant Total:		1,125.00
Warrant #: VW 00347813	Payee Name: CANAL ALARM DEVICES	
SI180948	2230256118 - 5310000 Detention - Supplies and Materials	265.50
Warrant Total:		265.50

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Invoice Number	Account Info	Amount
Warrant #: VW 00347858	Payee Name: DUNNAHOO, CHRISTOPHER	
AUG 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	180.93
	Warrant Total:	180.93
Warrant #: VW 00347923	Payee Name: MASTER WORD SERVICE INC	
44206	2230256130 - 5431101 Court - Professional Srv Interpreter	286.77
	Warrant Total:	286.77
Warrant #: VW 00347935	Payee Name: MOORE MEDICAL CORP	
81658422	2230256118 - 5316011 Detention - Pharmaceuticals Supplies	324.96
	Warrant Total:	324.96
Warrant #: VW 00347961	Payee Name: PEGASUS SCHOOLS INC	
8838	2230256100 - 5441301 Juvenile Justice - Placement Services	19,986.02
	Warrant Total:	19,986.02
Warrant #: VW 00347986	Payee Name: SCHOLASTIC BOOK CLUBS INC	
M4664863	2230256118 - 5318000 Detention - Recreational Supplies	108.30
	Warrant Total:	108.30
Warrant #: VW 00347992	Payee Name: SHELTERING HARBOUR	
AUG 2011	2230256100 - 5441301 Juvenile Justice - Placement Services	3,732.75
	Warrant Total:	3,732.75
FUND 2230 TOTAL:		29,164.29
FUND: 2250 Law Enforcement Education Fund		
Warrant #: VW 00347873	Payee Name: GALVESTON COUNTY SHERIFF'S DEPT	
711560 CASTRO	2250211510 - 5502120 Contin Education-State Alloc - Sheriff's Dept Cont Ed Exp	1,200.00
	Warrant Total:	1,200.00
FUND 2250 TOTAL:		1,200.00
FUND: 2301 Road & Bridge Fund		
Warrant #: VW 00000278	Payee Name: KEYWORTHS HARDWARE INC	
000191541	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	3.98
000192346	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	13.47
000192480 090711	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	12.96
000192712	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	7.16
000193172	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	4.92
000193343	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	5.16
000193558	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	78.85
000193592 091411	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	13.90
000193681	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	44.94
000193724	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	7.49
59728 36	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	4.28
	Warrant Total:	197.11

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Invoice Number	Account Info	Amount
Warrant #: VW 00347789	Payee Name: B & B ICE INC	
3708909	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	251.76
3726109	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	243.80
	Warrant Total:	495.56
Warrant #: VW 00347791	Payee Name: BACLIFF BUILDERS SUPPLY INC.	
09263	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	1.99
09287	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	14.58
9248	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	28.97
	Warrant Total:	45.54
Warrant #: VW 00347795	Payee Name: BAYGAS INC	
9125	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	109.89
	Warrant Total:	109.89
Warrant #: VW 00347806	Payee Name: BROOKSIDE EQUIP SALES INC	
IL25955	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	491.68
	Warrant Total:	491.68
Warrant #: VW 00347820	Payee Name: CENTURY ASPHALT LTD	
146969	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	5,707.97
	Warrant Total:	5,707.97
Warrant #: VW 00347823	Payee Name: CHERRY CRUSHED CONCRETE	
139176	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,168.44
139506	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,548.64
139693	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,264.05
	Warrant Total:	5,981.13
Warrant #: VW 00347833	Payee Name: CLEVELAND ASPHALT PRODUCTS INC	
9639	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,731.83
9643	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	6,095.50
9731	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,486.40
	Warrant Total:	27,313.73
Warrant #: VW 00347847	Payee Name: DIAMOND HYDRAULICS INC	
G44150 072211	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	675.14
G44401	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	500.00
	Warrant Total:	1,175.14
Warrant #: VW 00347901	Payee Name: LEAGUE CITY OUTDOOR POWER EQUIPMENT	
13340	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	44.90
	Warrant Total:	44.90
Warrant #: VW 00347904	Payee Name: LEHIGH SAFETY SHOE CO LLC	
534459	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	80.99
619192	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	90.00
621432	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	90.00
621433	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	90.00
621439	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	90.00
621440	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	90.00
707741	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	-80.99

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Invoice Number	Account Info	Amount
707938	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	-80 99
Warrant Total:		369.01
Warrant # VW 00347907	Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC	
179250	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	34 00
Warrant Total:		34 00
Warrant #: VW 00347940	Payee Name: MUNRO'S UNIFORM SERVICES LTD	
55996	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	57 00
56249	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	39 00
56250	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6 50
56251	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	45 00
56252	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	50 05
56253	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 00
56254	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	62 50
56255	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	73 25
57030	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	57 00
57279	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	39 00
57280	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6 50
57281	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	45 00
57282	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32 55
57283	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37 00
57284	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	62 50
57285	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	73 25
Warrant Total:		723.10
Warrant #: VW 00347944	Payee Name: NB GRAPHICS LLC	
20475	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	275 00
Warrant Total:		275.00
Warrant #: VW 00347947	Payee Name: NORTHERN TOOL EQUIPMENT COMPANY	
24493595 09-24	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	227 12
24493604 09-24	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	716 61
Warrant Total:		943.73
Warrant #: VW 00347981	Payee Name: ROMCO INC	
11041832	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	809 01
Warrant Total:		809.01
Warrant #: VW 00347985	Payee Name: SANTA FE AUTO PARTS INC	
57673	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	37 50
65860	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	554 00
66285	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	913 81
66324	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	785 70
66327	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	699 42
66339	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	862 24
66535	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	159 80
66870	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	565 60
66899	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	502 00
66928	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	412 00
67058	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	443 03
67085	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	106 45
67098	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	10 85

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Invoice Number	Account Info	Amount
67125	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	425 00
67177	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	23 69
Warrant Total:		6,501.09
Warrant #: VW 00347990	Payee Name: SEARS ROEBUCK AND COMPANY	
T743563	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	659.97
Warrant Total:		659.97
Warrant #: VW 00347991	Payee Name: SEASIDE ENTERPRISES INC	
182525	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	28 73
182803	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	85 34
Warrant Total:		114.07
Warrant #: VW 00347994	Payee Name: SHERWIN WILLIAMS PAINT CORP	
06665	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	467 80
Warrant Total:		467.80
Warrant #: VW 00347998	Payee Name: SNIDER TIRE INC	
4208726	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,197 28
4214864	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	305 92
Warrant Total:		1,503.20
Warrant #: VW 00348005	Payee Name: SOUTHWEST T & I INC	
1927941	2301312110 - 5481000 Administration - Contract Service	324 80
Warrant Total:		324.80
Warrant #: VW 00348010	Payee Name: STANDARD STEEL SUPPLY INC	
516834	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	427 00
Warrant Total:		427.00
Warrant #: VW 00348018	Payee Name: SUN COAST RESOURCES INC	
91033619	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	10,861 33
Warrant Total:		10,861.33
Warrant #: VW 00348048	Payee Name: TUBING AND METRICS HYDRAULICS INC	
63305	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	183 00
63313	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	61 38
Warrant Total:		244.38
Warrant #: VW 00348062	Payee Name: WAUKESHA-PEARCE IND INC	
41469913	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,386 15
Warrant Total:		1,386.15
Warrant #: VW 00348067	Payee Name: WW GRAINGER INC	
9637244949	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	1,120.80
Warrant Total:		1,120.80
FUND 2301 TOTAL:		68,327.09

FUND: 2370 Flood Control Fund

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Invoice Number	Account Info	Amount
Warrant #: VW 00347845	Payee Name: DEPARTMENT OF THE INTERIOR	
90046527	2370296121 - 5481000 Seawall Maintenance - Contract Service	6,317.50
	Warrant Total:	6,317.50
Warrant #: VW 00347928	Payee Name: MCGILL MAINTENANCE PARTNERSHIP LTD	
016129	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	1,335.46
	Warrant Total:	1,335.46
Warrant #: VW 00347965	Payee Name: PETERS, CHRIS	
091411 WIRE FENC	2370296121 - 5425301 Seawall Maintenance - Maint & Repairs Highland Bayou	2,875.00
	Warrant Total:	2,875.00
Warrant #: VW 00348004	Payee Name: SOUTHWEST GALVANIZING INC	
283216	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	803.37
	Warrant Total:	803.37
Warrant #: VW 00348021	Payee Name: T.F. HUDGINS INC	
401599	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	576.00
	Warrant Total:	576.00
FUND 2370 TOTAL:		11,907.33
FUND: 2410 Mosquito Control District Fund		
Warrant #: VW 00000278	Payee Name: KEYWORTHS HARDWARE INC	
000183109 072011	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	28.49
000193738	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	17.16
	Warrant Total:	45.65
Warrant #: VW 00347814	Payee Name: CARDINAL TRACKING INC	
97822	2410411100 - 5700003 Mosquito Control District - Capital Outlay-Cap Improvmts	1,369.28
	Warrant Total:	1,369.28
Warrant #: VW 00347867	Payee Name: FLUID METERING INC	
206932	2410411100 - 5423101 Mosquito Control District - Maint/Repairs Aircraft	950.00
	Warrant Total:	950.00
Warrant #: VW 00347907	Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC	
179879	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	193.90
	Warrant Total:	193.90
Warrant #: VW 00347985	Payee Name: SANTA FE AUTO PARTS INC	
66409	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	188.86
	Warrant Total:	188.86
Warrant #: VW 00348049	Payee Name: U S BANK NATIONAL ASSOCIATION	
1102739	2410411100 - 5322010 Mosquito Control District - Auto Fuel Expense	893.51
	Warrant Total:	893.51
Warrant #: VW 00348051	Payee Name: UNIVAR USA	
HS691890	2410411100 - 5313301 Mosquito Control District - Insecticides	1,192.50

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Invoice Number	Account Info	Amount
HS692599	2410411100 - 5313301 Mosquito Control District - Insecticides	24 456 00
HS692679	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	131 25
HS692687	2410411100 - 5750000 Mosquito Control District - Capital Outlay-Technology	2 493 00
Warrant Total:		28,272.75

Warrant #: VW 00348067		Payee Name: WW GRAINGER INC	
9590601275	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	33.48
Warrant Total:			33.48

FUND 2410 TOTAL: 31,947.43

FUND: 2501 Child Welfare Fund

Warrant #: VW 00347871		Payee Name: GALVESTON COUNTY HEALTH DISTRICT	
1920	2501443300 - 5499351	Child Welfare - Client Doc/Off Rec-Birth/Death	299 00
Warrant Total:			299 00

Warrant #: VW 00347982		Payee Name: ROSS
7433	2501443300 - 5312100	Child Welfare - Clothing Expense
		<u>278 16</u>
Warrant Total.		278.16

Warrant #: VW 00348039		Payee Name: THAYER, PATTI WARREN	
6/2011 TRAINING	2501443300 - 5495511	Child Welfare - Community Education	240 00
Warrant Total			<u>240.00</u>

FUND 2501 TOTAL: 817.16

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00347940		Payee Name: MUNRO'S UNIFORM SERVICES LTD	
55994	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
55998	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	26 00
57028	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
57032	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	26.00
Warrant Total:			60.50

Warrant #: VW 00347963		Payee Name: PENINSULA SANITATION SERVICE INC	
57732	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57737	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57748	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	900 00
57763	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	950 00
57781	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
Warrant Total.			3,200.00

Warrant #: VW 00348009		Payee Name:SPRINT WASTE SERVICES LP	
172839	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	<u>435 01</u>
Warrant Total:			435.01

FUND 2601 TOTAL: 3,695.51

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List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Invoice Number	Account Info	Amount
FUND: 2824 Adult Probation Community		
Warrant #: VW 00347794	Payee Name: BAY AREA RECOVERY CENTER	
10600	2824255111 - 5481000 Special Substance Abuse - Contract Service	952.00
	Warrant Total:	952.00
Warrant #: VW 00347808	Payee Name: BROWN, JUDY	
AUG 2011 MLG	2824255137 - 5496301 Sex Offender Supervision - Auto Mileage	50.49
	Warrant Total:	50.49
Warrant #: VW 00347953	Payee Name: ORDAZ, WILLIAM	
AUG 2011 MLG	2824255137 - 5496301 Sex Offender Supervision - Auto Mileage	236.64
	Warrant Total:	236.64
	FUND 2824 TOTAL:	1,239.13
FUND: 2841 Juvenile Probation-State Aid		
Warrant #: VW 00348032	Payee Name: TEXAS JUVENILE PROBATION COMMISSION	
2011-084 RFD	2841000000 - 2272006 Juvenile Probation State Aid - Due to Tx Juv Prob Comm	23,149.13
	Warrant Total:	23,149.13
	FUND 2841 TOTAL:	23,149.13
FUND: 2842 Community Corrections		
Warrant #: VW 00348032	Payee Name: TEXAS JUVENILE PROBATION COMMISSION	
2011-084 RFD	2842000000 - 2272006 Community Corrections - Due to Tx Juv Prob Comm	15,069.61
	Warrant Total:	15,069.61
	FUND 2842 TOTAL:	15,069.61
FUND: 2848 Juv Jst Alt Education Program		
Warrant #: VW 00348032	Payee Name: TEXAS JUVENILE PROBATION COMMISSION	
2011-084 RFD	2848000000 - 2272006 Juvenile Justice Alt Ed Progm - Due to Tx Juv Prob Comm	393.56
	Warrant Total:	393.56
	FUND 2848 TOTAL:	393.56
FUND: 2864 Auto Crimes Task Force Grant		
Warrant #: VW 00347787	Payee Name: AT&T MOBILITY	
2870246075050911	2864211127 - 5492100 Auto Task Force - Wireless MCT Service	56.13
	Warrant Total:	56.13
Warrant #: VW 00347826	Payee Name: CITY OF GALVESTON	
S0015834	2864211127 - 5100000 Auto Task Force - Salaries	4,907.00
S0015834	2864211127 - 5130000 Auto Task Force - Overtime	212.35
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Invoice Number	Account Info	Amount
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Warrant Total. 5,119.35

Warrant #: VW 00347828

Payee Name: CITY OF HITCHCOCK

AUGUST2011RAMSEY	2864211127 - 5100000	Auto Task Force - Salaries	2,644 08
AUGUST2011RAMSEY	2864211127 - 5130000	Auto Task Force - Overtime	431 10
JULY 2011 RAMSEY	2864211127 - 5100000	Auto Task Force - Salaries	2,414 16
JULY 2011 RAMSEY	2864211127 - 5130000	Auto Task Force - Overtime	107 78
JUNE 2011 RAMSEY	2864211127 - 5100000	Auto Task Force - Salaries	2,529 12
JUNE 2011 RAMSEY	2864211127 - 5130000	Auto Task Force - Overtime	86 22

Warrant Total: 8,212.46

FUND 2864 TOTAL: 13,387.94

FUND: 2892 State Homeland Security Grant

Warrant #: VW 00347889

Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO

22966	2892291124 - 5310000	2009 Urban Area Sec Init - Supplies and Materials	231 00
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Warrant Total: 231.00

FUND 2892 TOTAL: 231.00

FUND: 2893 HMGP - IKE

Warrant #: VW 00348002

Payee Name: SOUTH LAND TITLE LLC

R170284	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	96,696 00
R170387	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	15,655 50
R172196	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	132,466 50
R172211	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	396,018 00
R176664	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	188,941 50
R176673	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	45,810 75
R176769	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	12,206 25
R176793	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	53,349 00
R177079	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	22,065 00
R177102	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	23,195 25
R177190	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	63,166 01
R177200	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	60,510 81
R177201	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	131,711 68
R177229	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	79,735 50
R177401	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	39,071 25
R177565	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	77,466 00
R177630	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	59,757 00
R177687	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	83,780 25
R177735	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	59,379 00
R177753	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	73,704 00
R177789	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	50,865 26
R177821	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	35,387 61
R177845	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	91,387 00
R177908	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,042 75
R177923	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,042 75
R177937	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	42,795 00
R177966	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	100,200 00

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Invoice Number	Account Info	Amount
R178064	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	59,946 75
R178186	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	68,494 67
R178208	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	69,933 00
R178215	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	97,071 00
R178547	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	163,772 59
R178925	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	56,864 10
R179890	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	174,852 65
R180092	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	219,847 60
R180911	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	57,119 25
R186385	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	132,466 50
R213038	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	30,733 50
R213350	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	37,147 50
R213403	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	49,581 00
R214714	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	109 876 50
R216217	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	128,701 50
R217382	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	120,418 50
R297626	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	87,273 00
R309593	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	101,455 00
R361670	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	211,531 50
R364724	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	139,996 50
R435272	2893289010 - 5722402 HMGP Home Buy-out Program - Land-HMGP Buyout Program	84,317 25
Warrant Total:		4,320,805.48

FUND 2893 TOTAL: 4,320,805.48

FUND: 2914 CDBG Housing Program

Warrant #: VW 00347782

Payee Name: AMERICAN HOME BUILDERS INC.

CB1273501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,637 56
CB1273501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,375 60
DW1072602	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,220 96
DW1072602	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,209 60
FB1256501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,039 29
FB1256501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	30,392 88
GD1154103	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,205 22
GD1154103	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,052 26
GT1210003	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,300 89
GT1210003	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,008 94
JA1131503	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,020 56
JA1131503	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,205 60
KH1125603	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,113 22
KH1125603	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,132 26
KS1105901	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,731 39
KS1105901	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,313 93
MP1246702	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,942 39
MP1246702	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,423 93
RW1259302	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,485 56
RW1259302	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,855 60
VC1236401	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,849 03
VC1236401	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,490 32
WA1076101	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,341 89
WA1076101	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,418 93
WA1076102	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,341 89

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Invoice Number	Account Info	Amount
WA1076102	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,418.93
Warrant Total:		416,068.93
Warrant #: VW 00347783	Payee Name: AMERICAN HOMESTAR CORPORATION	
1031	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,063.50
1031	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	70,635.00
1036	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,829.28
1036	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	88,292.78
1037	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,230.40
1037	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	52,304.00
1042	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-9,498.48
1042	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	73,287.80
1042	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	21,697.00
1043	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,090.05
1043	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	70,900.53
Warrant Total:		339,405.40
Warrant #: VW 00347810	Payee Name: BURGLI HOMES PROMENADE HOMES JV	
11581100CO	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-150.00
11581100CO	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	1,500.00
Warrant Total:		1,350.00
Warrant #: VW 00347856	Payee Name: DSW HOMES LLC	
110839	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,255.02
110839	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	32,700.20
110839	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	29,850.00
112297	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,184.00
112297	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	23,840.00
112297	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	18,000.00
112755	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,895.50
112755	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	25,705.00
112755	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	13,250.00
212261	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,229.67
212261	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	42,296.67
212420	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,490.95
212420	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	54,909.53
212754	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,003.83
212754	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	40,038.33
212755	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,895.50
212755	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	38,955.00
311050	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,567.66
311050	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	45,676.66
312447	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,451.00
312447	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	34,510.00
Warrant Total:		359,758.26
Warrant #: VW 00347890	Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC	
22270 092011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,095.00
22448 091911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	4,904.00
22504 092011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	932.00
22506 092211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,600.00
22520 092011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	916.00
22521 091911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,194.00

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Invoice Number	Account Info	Amount
22529 092211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,541.00
22531 092211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,398.00
Warrant Total:		13,580.00
Warrant #: VW 00348008	Payee Name: SPRINT SPECTRUM LP	
384104405023	2914152500 - 5310001 Administration - Depart Supplies-Non Cap FFE	374.83
Warrant Total:		374.83
Warrant #: VW 00348016	Payee Name: SULLIVAN LAND SERVICES LTD	
2011501	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,494.26
2011501	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,717.57
2011501	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	7,225.00
2011528	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,980.83
2011528	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	39,808.30
2011534	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,505.68
2011534	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,056.80
2011535	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-12,138.67
2011535	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	96,966.65
2011535	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	24,420.00
2011536	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,058.01
2011536	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	91,440.13
2011536	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	19,140.00
2011537	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-9,922.99
2011537	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	99,229.85
2011546	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-6,423.67
2011546	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	64,236.65
2011547	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,622.89
2011547	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	76,228.85
2011550	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,718.26
2011550	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	47,322.57
2011550	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	9,860.00
2011551	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,570.89
2011551	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	45,848.91
2011551	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	9,860.00
2011552	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,640.83
2011552	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	36,408.30
2011553	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,174.75
2011553	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	71,747.45
2011559	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-9,698.68
2011559	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	77,846.81
2011559	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	19,140.00
2011562	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-8,246.70
2011562	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	65,993.42
2011562	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	16,473.60
Warrant Total:		892,773.75
Warrant #: VW 00348043	Payee Name: TRAN PRIORITY INSURANCE AGENCY	
2027403 9/2011	2914152511 - 5519020 Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	468.00
Warrant Total:		468.00
FUND 2914 TOTAL:		2,023,779.17

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Invoice Number	Account Info	Amount
FUND: 2921 Senior Citizens Grant Prog		
Warrant #: VW 00348053	Payee Name: VALLEY SERVICES INC	
IVC153599	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	3,717 35
IVC153599	2921451156 - 5448117 Title IIC - Raw Food/Congregate	2,167 20
IVC153600	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	5,211 48
IVC153940	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	3,840 76
IVC153940	2921451156 - 5448117 Title IIC - Raw Food/Congregate	2,004 66
IVC153941	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	5,354 13
IVC154184	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	3,885 91
IVC154184	2921451156 - 5448117 Title IIC - Raw Food/Congregate	1,730 75
IVC154185	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	5,344 62
IVC154426	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	3,922 03
IVC154426	2921451156 - 5448117 Title IIC - Raw Food/Congregate	1,772 89
IVC154427	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	5,411 19
IVC154788	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	2,272 55
IVC154788	2921451156 - 5448117 Title IIC - Raw Food/Congregate	1,393 63
IVC154790	2921451156 - 5448116 Title IIC - Raw Food/Home Delivered	3,062 22
Warrant Total:		51,091.37
FUND 2921 TOTAL:		51,091.37

FUND: 2994 Disaster Recovery - Ike

Warrant # VW 00347837	Payee Name: CROWDER GULF JOINT VENTURE INC	
GAL022009001P CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-4,126 00
GAL022709004G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-310 00
GAL030609006G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-360 00
GAL031309008G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-376 00
GAL032009009P CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-20,440 00
GAL032009010G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-747 25
GAL032709011P CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-1,660 00
GAL032709012G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-368 00
GAL040309014G CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-76 00
GAL042509021P CR	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-1,190 00
GALG904627 15R	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	951,896.87
Warrant Total:		922,243.62
FUND 2994 TOTAL:		922,243.62

FUND: 3120 Limited Tax Cnty Bldg Bds Sr09

Warrant #: VW 00347972	Payee Name: Q C LABORATORIES INC	
1137739	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	1,420 00
Warrant Total:		1,420.00
FUND 3120 TOTAL:		1,420.00

FUND: 3312 Unltd Tax Road Bonds Sr 2009

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00347913	Payee Name: LJA ENGINEERING & SURVEYING INC	
20113617	3312312111 - 5731162 Non-County Roads - City Streets - Kemah	7,321.00
	Warrant Total:	7,321.00
Warrant #: VW 00347914	Payee Name: LTRA	
HENG09106H2015	3312312112 - 5731138 County Road - Lawrence Rd	19,840.00
	Warrant Total:	19,840.00
Warrant #: VW 00347933	Payee Name: METRO CITY CONSTRUCTION LP	
22811	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-11,268.91
22811	3312312111 - 5731171 Non-County Roads - Palmer Hwy	225,378.12
	Warrant Total:	214,109.21
Warrant #: VW 00347938	Payee Name: MULLEN ASPHALT PAVING	
1 091411	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-4,776.17
1 091411	3312312111 - 5731124 Non-County Roads - Dolphin Drive	95,523.35
	Warrant Total:	90,747.18
Warrant #: VW 00347956	Payee Name: PARADIGM CONSULTANTS INC	
046261	3312312111 - 5731124 Non-County Roads - Dolphin Drive	334.00
	Warrant Total:	334.00
Warrant #: VW 00347958	Payee Name: PATE ENGINEERS INC	
0117998	3312312111 - 5731126 Non-County Roads - Owens Drive	26,759.11
	Warrant Total:	26,759.11
Warrant #: VW 00348054	Payee Name: VAN DE WIELE & VOGLER INC	
26000	3312312112 - 5731137 County Road - Deats Rd	6,162.50
	Warrant Total:	6,162.50
FUND 3312 TOTAL:		365,273.00
FUND: 3315 Galv Causeway RR Bridge Proj		
Warrant #: VW 00000277	Payee Name: CIANBRO/BRASFIELD & GORRIE II A JOINT	
15 092611	3315000000 - 2070001 Galv Causeway RR Bridge Prj - Contract Payable Retainage	-197,392.65
15 092611	3315313200 - 5732023 Causeway Railroad Bridge Prj - Railroad Causeway Bridge C	3,947,852.91
	Warrant Total:	3,750,460.26
Warrant #: VW 00347800	Payee Name: BNSF RAILWAY COMPANY	
90043804	3315313200 - 5732200 Causeway Railroad Bridge Prj - Inspection and Testing	39,521.23
90043974	3315313200 - 5732024 Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	142,322.35
	Warrant Total:	181,843.58
FUND 3315 TOTAL:		3,932,303.84
FUND: 3373 Gal Cnty Cert of Oblig Sr 2008		
Warrant #: VW 00347822	Payee Name: CHARNOCK AND COMPANY INC	
2 091511	3373000000 - 2070001 Gal Cnty COB Series 2008 - Contract Payable Retainage	-9,760.51

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Invoice Number	Account Info	Amount
2 091511	3373296310 - 5734202 Texas City Levee - Texas City Hurrican Levee	195,210.25
Warrant Total:		185,449.74
Warrant # VW 00348025	Payee Name: TERRACON CONSULTANTS INC	
T241671	3373296310 - 5734202 Texas City Levee - Texas City Hurrican Levee	5,555.00
Warrant Total:		5,555.00
FUND 3373 TOTAL:		191,004.74
FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins		
Warrant #: VW 00347905	Payee Name: LEOPOLD, WILLIAM E	
ARI1100105	6123155021 - 5481000 Group Insurance - Contract Service	2,975.00
Warrant Total:		2,975.00
FUND 6123 TOTAL:		2,975.00
FUND: 6130 Self Insurance Reserve Fund		
Warrant #: VW 00347919	Payee Name: MANCUSO, SAM	
040411 DAMAGES	6130151431 - 5491503 General Self Insurance - Claims Liability	300.00
Warrant Total:		300.00
FUND 6130 TOTAL:		300.00
FUND: 7605 Escrow Fund		
Warrant #: VW 00347793	Payee Name: BARON, NEIL G	
SHRF SL 090611	7605000000 - 2495825 Escrow Fund - TX SL 10TX0375	500.00
Warrant Total:		500.00
Warrant #: VW 00347829	Payee Name: CITY OF TEXAS CITY	
96420	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	80.00
Warrant Total:		80.00
Warrant #: VW 00347891	Payee Name: JOHNSON, CHERYL	
SHRF SL 090611	7605000000 - 2495824 Escrow Fund - TX SL 09TX0411	9,558.96
SHRF SL 090611	7605000000 - 2495825 Escrow Fund - TX SL 10TX0375	16,350.00
Warrant Total:		25,908.96
Warrant #: VW 00347915	Payee Name: LYN WINGERT & ASSOCIATES	
SHR SL 090611	7605000000 - 2495824 Escrow Fund - TX SL 09TX0411	250.00
SHR SL 090611	7605000000 - 2495825 Escrow Fund - TX SL 10TX0375	250.00
Warrant Total:		500.00
Warrant # VW 00347931	Payee Name: MEEH, JUDY HARRIS	
SHRF SL 080211	7605000000 - 2495817 Escrow Fund - TX SL 09TX0387	500.00
Warrant Total:		500.00
Warrant #: VW 00347941	Payee Name: MURRAY, JASON	

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Invoice Number	Account Info	Amount
EX FDS SS 090611	7605000000 - 2495824 Escrow Fund - TX SL 09TX0411	0.04
Warrant Total:		0.04
Warrant #: VW 00347942	Payee Name: MURRAY, JASON	
CT CST SS 090611	7605000000 - 2495824 Escrow Fund - TX SL 09TX0411	712.00
CT CST SS 090611	7605000000 - 2495825 Escrow Fund - TX SL 10TX0375	516.00
Warrant Total:		1,228.00
Warrant #: VW 00347951	Payee Name: OMNI BASE SERVICES INC	
APR-JUN 11 JP2	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	20.00
JUN 11 JP2 OMSL	7605000000 - 2472050 Escrow Fund - Omnibase Ser Liability	10.00
Warrant Total:		30.00
Warrant #: VW 00347968	Payee Name: POOR, SHERIFF FREDDIE	
SHRF SL 090611	7605000000 - 2495824 Escrow Fund - TX SL 09TX0411	675.00
SHRF SL 090611	7605000000 - 2495825 Escrow Fund - TX SL 10TX0375	675.00
Warrant Total:		1,350.00
Warrant #: VW 00348028	Payee Name: TEXAS DEPARTMENT OF HEALTH	
7/19/10-8/31/11	7605000000 - 2476036 Escrow Fund - Cntrl Adoption Reg FC 108 006	1,134.36
Warrant Total:		1,134.36
Warrant #: VW 00348029	Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY	
312233 091911	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	140.00
Warrant Total:		140.00
Warrant #: VW 00348033	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
AUG 11 JP1 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	4,705.20
Warrant Total:		4,705.20
Warrant #: VW 00348034	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
4/08,9/09 JP2	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	550.80
Warrant Total:		550.80
Warrant #: VW 00348035	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
AUG 11 JP4 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	849.15
Warrant Total:		849.15
Warrant #: VW 00348036	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
AUG 11 JP5 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	3,179.85
Warrant Total:		3,179.85
Warrant #: VW 00348037	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
AUG 11 JP6 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	1,685.40
Warrant Total:		1,685.40
Warrant #: VW 00348038	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
AUG 11 JP7 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	328.10
Warrant Total:		328.10
Warrant #: VW 00348059	Payee Name: WALMART	
256417 091511	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	30.00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
	Warrant Total:	<u>30.00</u>
Warrant #: VW 00348063	Payee Name: WELLS FARGO	
CS#313412	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	<u>2,625 07</u>
	Warrant Total:	<u>2,625 07</u>
	FUND 7605 TOTAL:	<u>45,324.93</u>

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Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	323,351 66
2102 Co Clerk Rec Mgt & Pres Fund	341 61
2111 Tx Assess/Coll Sp Inv Tx Fund	330 77
2131 DA Seized Funds Afte Aft 10/89	65 00
2211 Law Library	26,053 59
2212 Mediation Services Prog Fund	200 00
2216 Probate Court Contributions Fd	1,116 00
2220 Adult Probation Fund	4,257 53
2230 Juvenile Justice Fund	29,164 29
2250 Law Enforcement Education Fund	1,200 00
2301 Road & Bridge Fund	68,327 09
2370 Flood Control Fund	11,907 33
2410 Mosquito Control District Fund	31,947 43
2501 Child Welfare Fund	817 16
2601 Beach & Parks Fund	3,695 51
2824 Adult Probation Community	1,239 13
2841 Juvenile Probation-State Aid	23,149 13
2842 Community Corrections	15,069 61
2848 Juv Jst Alt Education Program	393 56
2864 Auto Crimes Task Force Grant	13,387 94
2892 State Homeland Security Grant	231 00
2893 HMGP - IKE	4,320,805 48
2914 CDBG Housing Program	2,023,779 17
2921 Senior Citizens Grant Prog	51,091 37
2994 Disaster Recovery - Ike	922,243 62
3120 Limited Tax Cnty Bldg Bds Sr09	1,420 00
3312 Unltd Tax Road Bonds Sr 2009	365,273 00
3315 Galv Causeway RR Bridge Proj	3,932,303 84
3373 Gal Cnty Cert of Oblig Sr 2008	191,004 74
6123 Group, Wrks'Comp, Unemplmnt Ins	2,975 00
6130 Self Insurance Reserve Fund	300 00
7605 Escrow Fund	45,324 93
Grand Total:	12,412,766.49

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Approved Order to pay by Commissioners Court this day September 27, 2011.

Cliff Billingsley

Cliff Billingsley, County Auditor

Mark A. Henry

Mark A. Henry, Galveston County Judge

Patrick Doyle

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien

Kevin D. O'Brien, Galveston County Commissioner, Pct 2

Stephen D. Holmes

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST

Dwight D. Sullivan

Dwight D. Sullivan, County Clerk

Kenneth Clark

Kenneth Clark, Galveston County Commissioner, Pct 4

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/27/2011

Galv City Productions 09/26/11, 4 06 PM ---req DALEON_A---leg O H C H E C K R E S I S T E R CHECK REGISTER
MON SEP 26, 2011, 4 06 PM ---req DALEON_A---leg GL JL---loc AUDITOR---job J472099 #S049---pgm BK200 <1 19> ipt id CAREG--- Page 1

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00347774	702471	ABL MANAGEMENT INC	09/27/11	21 632 09	MW	OH		
AP00347775	705502	ACS GOVERNMENT SYSTEM INC	09/27/11	14,846 05	FW	OH		
AP00347776	011874	ACTION FLAGS AND BANNERS	09/27/11	385 20	MW	OH		
AP00347777	713693	ADOBE TITLE	09/27/11	20 00	MW	OH		
AP00347778	711026	AECOM USA INC	09/27/11	4,687 14	MW	OH		
AP00347779	711542	ALDRIDGE & ASSOCIATES	09/27/11	585 00	MW	OH	B7	
AP00347780	706649	ALEXE TOXICOLOGY SERVICES INC	09/27/11	2,585 00	MW	OH		
AP00347781	704398	ALLEN DOMINIQUE	09/27/11	330 77	MW	OH		
AP00347782	711632	AMERICAN HOME BUILDERS INC	09/27/11	416,068 93	MW	OH		
AP00347783	711548	AMERICAN HOMESTAR CORPORATION	09/27/11	339 405 40	MW	OH		
AP00347784	407370	AMERICAN RED CROSS	09/27/11	459 00	MW	OH		
AP00347785	702478	AMERSON, RODGER DAN	09/27/11	200 00	MW	OH	B7	
AP00347786	713796	ANDERSON, JUDGE JAMES	09/27/11	52 17	MW	OH		
AP00347787	709784	AT&T MOBILITY	09/27/11	56 13	MW	OH		
AP00347788	713751	AULTIMATE ENTERTAINMENT	09/27/11	626 00	MW	OH		
AP00347789	709331	S & B ICE INC	09/27/11	495 56	MW	OH		
AP00347790	710718	B L ALEXANDER ENTERPRISES IN	09/27/11	1 915 00	MW	OH		
AP00347791	021030	BACLIFF BUILDERS SUPPLY INC	09/27/11	45 54	MW	OH		
AP00347792	709910	BARNETT, STEPHANIE B	09/27/11	1 261 00	MW	OH	B7	
AP00347793	701056	BARON, NEIL G	09/27/11	500 00	MW	OH	B7	
AP00347794	432285	BAY AREA RECOVERY CENTER	09/27/11	1,926 00	MW	OH		
AP00347795	026047	BAYBAS INC	09/27/11	109 89	MW	OH		
AP00347796	403751	BERARDINELLI CORREIA SHAUNA	09/27/11	227 50	MW	OH	B7	
AP00347797	406081	BETA TECHNOLOGY INC	09/27/11	644 40	MW	OH		
AP00347798	709661	BETH A KLEIN & ASSOCIATES PC	09/27/11	1,966 25	MW	OH	B7	
AP00347799	700686	BFI WASTE SERVICES OF TEXAS L	09/27/11	227 03	MW	OH		

Daily Cnty Production 09/26/11 0 H C H B C K R E G I S T E R CHECK REGISTER Page 2
 MON, SEP 26, 2011 4 06 PM ---leg DELEON_A- -leg. GL JL---loc AUDITOR---job 3472039 #509---pgm BK200 cl 19> lpt id CRREG---

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00347800	712358	BNSF RAILWAY COMPANY	09/27/11	181 843 58	MM	OH	
AP00347801	708995	BOLIVAR PENINSULA SPECIAL UTI	09/27/11	516 07	MM	OH	
AP00347802	708995	BOLIVAR PENINSULA SPECIAL UTI	09/27/11	112 00	MM	OH	
AP00347803	708352	BONDED MAINTENANCE COMPANY	09/27/11	426 03	MM	OH	
AP00347804	710439	BOYD PHD, JENINE COLLINS	09/27/11	1,125 00	MM	OH	
AP00347805	702359	BRIGGS, LYNETTE	09/27/11	370 50	MM	OH	B7
AP00347806	024240	BROOKSIDE EQUIP SALES INC	09/27/11	491 68	MM	OH	
AP00347807	709310	BROWN, ADAM BANKS	09/27/11	97 50	MM	OH	B7
AP00347808	431595	BROWN, JUDY	09/27/11	50 49	MM	OH	
AP00347809	713024	BROWN, RAYMOND L	09/27/11	278 45	MM	OH	
AP00347810	712308	BURGLI HOMES PROMENADE HOMES	09/27/11	1 350 00	MM	OH	
AP00347811	701074	BUYATHREAD	09/27/11	75 00	MM	OH	
AP00347812	403704	CALVE GROUP INC THE	09/27/11	912 00	MM	OH	B7
AP00347813	709886	CANAL ALAPM DEVICES	09/27/11	265 50	MM	OH	
AP00347814	43157C	CARDINAL TRACKING INC	09/27/11	1 369 26	MM	OH	
AP00347815	706222	CAROLINA BIOLOGICAL SUPPLY CO	09/27/11	396 55	MM	OH	
AP00347816	706200	CASTILLO, MARK A	09/27/11	162 00	MM	OH	B7
AP00347817	713786	CAVAZOS, MONICA	09/27/11	80 00	MM	OH	
AP00347818	701478	CDW GOVERNMENT INC	09/27/11	762 00	MM	OH	
AP00347819	702081	CEASER, KENDRIC	09/27/11	1,527 50	MM	OH	B7
AP00347820	708965	CENTURY ASPHALT LTD	09/27/11	5,707 97	MM	OH	
AP00347821	406535	CHAN, CONNIE	09/27/11	1 572 00	MM	OH	
AP00347822	703007	CHARNOCK AND COMPANY INC	09/27/11	185,449 74	MM	OH	
AP00347823	712596	CHERRY CRUSHED CONCRETE	09/27/11	5,981 13	MM	OH	
AP00347824	706090	CITI BANY USA N A	09/27/11	68 92	MM	OH	
AP00347825	033985	CITY OF GALVESTON	09/27/11	25 00	MM	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
=====	=====	=====	=====	=====	=====	=====	=====
AP00347826	033985	CITY OF GALVESTON	09/27/11	5,119.35	MW	OH	
AP00347827	033985	CITY OF GALVESTON	09/27/11	321.75	MW	OH	
AP00347828	033027	CITY OF HITCHCOCK	09/27/11	8,212.46	MW	OH	
AP00347829	713379	CITY OF TEXAS CITY	09/27/11	80.00	MW	OH	
AP00347830	403085	CITY OF TEXAS CITY	09/27/11	100.00	MW	OH	
AP00347831	033290	CLARK, DIANE	09/27/11	695.50	MW	OH	B7
AP00347832	712273	CLEMENTS, CLYDE WESLEY	09/27/11	4,160.00	MW	OH	B7
AP00347833	710180	CLEVELAND ASPHALT PRODUCTS IN	09/27/11	27,313.73	MW	OH	
AP00347834	081380	COASTAL SURVEYING OF TEXAS	09/27/11	2,500.00	MW	OH	
AP00347835	702713	COCHRAN, WINSTON E JR	09/27/11	195.00	MW	OH	B7
AP00347836	709896	CRESCENT ENGINEERING COMPANY	09/27/11	141.86	MW	OH	
AP00347837	708690	CROWDER GULF JOINT VENTURE IN	09/27/11	922,243.62	MW	OH	
AP00347838	713694	CTIC-SERVICE LINK	09/27/11	16.00	MW	OH	
AP00347839	704992	DAHLBURG, MICHAEL L	09/27/11	84.50	MW	OH	
AP00347840	712018	DAITZ, JENNIFER	09/27/11	35.70	MW	OH	
AP00347841	712697	DAUGTRY & JORDAN PC	09/27/11	5.00	MW	OH	
AP00347842	409732	DAVID'S ISLAND	09/27/11	5,549.00	MW	OH	
AP00347843	711013	DAVIS, ERIC J	09/27/11	97.50	MW	OH	B7
AP00347844	710679	DAVISON, AMRI	09/27/11	253.26	MW	OH	B7
AP00347845	042242	DEPARTMENT OF THE INTERIOR	09/27/11	6,317.50	MW	OH	
AP00347846	713747	DAI TITLE	09/27/11	908.00	MW	OH	
AP00347847	700546	DIAMOND HYDRAULICS INC	09/27/11	1,175.14	MW	OH	
AP00347848	409861	DIAMOND SHAMROCK	09/27/11	506.18	MW	OH	
AP00347849	713177	DIAZ, DEBBIE	09/27/11	80.00	MW	OH	
AP00347850	700153	DIAZ, MARK A	09/27/11	130.00	MW	OH	B7
AP00347851	707675	DICKEY, BARRY G	09/27/11	2,500.00	MW	OH	B7

Check	Pa'ee ID	Pa'ee Name	Date	Check Amount	Type	Subs	Rel To Acct
AP00347852	713821	DICKSON, CHRISTY ANNE	09/27/11	1,328.02	MW	OH	
AP00347853	043273	FISHER, DAVID A	09/27/11	455.00	MW	OH	B7
AP00347854	700879	DONNA BROWN INVESTIGATION & R	09/27/11	2,486.25	MW	OH	B7
AP00347855	708361	DRAGONY, RACHEL ANN	09/27/11	520.00	MW	OH	B7
AP00347856	711931	DSW HOMES LLC	09/27/11	359,758.26	MW	OH	
AP00347857	045286	DUCOTE, JAMES	09/27/11	698.29	MW	OH	
AP00347858	712656	DUNNANOO CHRISTOPHER	09/27/11	180.93	MW	OH	
AP00347859	713310	EWING MELISSA MS	09/27/11	80.00	MW	OH	
AP00347860	711189	FANNING AND FANNING ILLC	09/27/11	942.50	MW	OH	B7
AP00347861	711189	FANNING AND FANNING PLLC	09/27/11	950.00	MW	OH	B7
AP00347862	410365	FAUS, SALVADOR	09/27/11	146.25	MW	OH	
AP00347863	410365	FAUS, SALVADOR	09/27/11	357.50	MW	OH	
AP00347864	062067	FEDEX CORP	09/27/11	49.28	MW	OH	
AP00347865	710207	FERNANDEZ, JOHN	09/27/11	270.00	MW	OH	
AP00347866	703810	FIRST CHOICE POWER	09/27/11	438.92	MW	OH	
AP00347867	709385	FLUID METERING INC	09/27/11	950.00	MW	OH	
AP00347868	711682	FOWLER, JANA K	09/27/11	769.84	MW	OH	B7
AP00347869	713-56	FREEZE, JOHNNY J	09/27/11	65.00	MW	OH	
AP00347870	700476	GALVESTON COUNTY EMERGENCY CO	09/27/11	232.58	MW	OH	
AP00347871	431945	GALVESTON COUNTY HEALTH DISTR	09/27/11	299.00	MW	OH	
AP00347872	406195	GALVESTON COUNTY SHERIFF'S DE	09/27/11	26.98	MW	OH	
AP00347873	406195	GALVESTON COUNTY SHERIFF'S DE	09/27/11	1,244.84	MW	OH	
AP00347874	701574	GELB CEEFREY	09/27/11	550.00	MW	OH	B7
AP00347875	705919	GHG CORPORATION	09/27/11	415.00	MW	OH	
AP00347876	703986	GALLMAN MICHAEL DAVID	09/27/11	650.00	MW	OH	B7
AP00347877	712540	GLAZE, PENITA	09/27/11	225.00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00347818	713253	GRANDY, CAROLYN	09/27/11	80.00	MW	OH	
AP00347879	711411	GUCWA, CHRISTINA MARIE	09/27/11	3.57	MM	OH	B7
AP00347890	405341	GUILRY NEWS SERVICE	09/27/11	5,000.00	MW	OH	
AP00347881	701592	GULF COAST CENTURY	09/27/11	2,190.00	MW	OH	
AP00347882	708452	HDR ENGINEERING INC	09/27/11	2,158.23	MW	OH	
AP00347883	713695	HIPSCH & WESTHEIMER P C	09/27/11	5.00	MW	OH	
AP00347884	707489	IBRAHIM & ELLIOTT LLP	09/27/11	390.00	MW	OH	B7
AP00347885	707488	IBRAHIM & ELLIOTT LLP	09/27/11	325.00	MW	OH	B7
AP00347886	712535	INDE, MARGO	09/27/11	225.00	MW	OH	
AP00347887	713661	INDECOMM GLOBAL SERVICES	09/27/11	16.00	MW	OH	
AP00347888	703727	INFOSAT COMMUNICATIONS	09/27/11	42.91	MW	OH	
AP00347889	011031	ISLAND FIRE & SAFETY EQUIPMENT	09/27/11	231.00	MW	OH	
AP00347890	409049	JAHN-GALVESTON INSURANCE AGEN	09/27/11	13,580.00	MW	OH	
AP00347891	707570	JOHNSON, CHERYL	09/27/11	25.90	96	MW	OH
AP00347892	713758	JONES, MAXINE	09/27/11	460.00	MW	OH	
AP00347893	701243	JONES STACEY LEE	09/27/11	3,599.75	MW	OH	M4
AP00347894	402386	KLEIN JANITORIAL SUPPLY COMPA	09/27/11	4,048.10	MW	OH	
AP00347895	713756	LA POINT, APRIL	09/27/11	85.00	MW	OH	
AP00347896	711173	LAW FIRM OF TOT KIM LE	09/27/11	598.00	MW	CH	B7
AP00347897	710869	LAW OFFICE OF LINDSAY R LOPEZ	09/27/11	861.25	MW	OH	B7
AP00347898	706605	LAW OFFICE OF MICHELE BASSETT	09/27/11	4,908.21	MW	OH	B7
AP00347899	708815	LAW OFFICE OF PAUL B KENNEDY	09/27/11	359.50	MW	OH	B7
AP00347900	712917	LAW OFFICES OF MARCUS J FLEM	09/27/11	260.00	MW	OH	B7
AP00347901	710420	LEAGUE CITY OUTDOOR POWER EQU	09/27/11	44.90	MW	OH	
AP00347902	409095	LEAGUE CITY OUTDOOR POWER EQU	09/27/11	651.77	MW	OH	
AP00347903	705777	LEATHERS, BILL	09/27/11	383.75	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel TO	Note
AP00347904	707278	LEHIGH SAFETY SHOE CO LLC	09/27/11	369 01	MW	OH		
AP00347905	709602	LEOPOLD, WILLIAM E	09/27/11	2,975 00	MW	OH	RE	
AP00347906	VOID CONTINU	VOID - Continued Stub	09/27/11	0 00	VM	OH		VOID
AP00347907	123026	LIGGIOS TIRE AND SERVICE CENT	09/27/11	8,414 85	MW	OH		
AP00347908	707090	LINEBARGER GOGGAN BLAIR & SAM	09/27/11	649 60	MW	OH		
AP00347909	707090	LINEBARGER GOGGAN BLAIR & SAM	09/27/11	18 65	MW	OH		
AP00347910	707090	LINEBARGER GOGGAN BLAIR & SAM	09/27/11	2,819 16	MW	OH		
AP00347911	707090	LINEBARGER GOGGAN BLAIR & SAM	09/27/11	5,030 26	MW	OH		
AP00347912	707090	LINEBARGER GOGGAN BLAIR & SAM	09/27/11	3,494 79	MW	OH		
AP00347913	703141	LJA ENGINEERING & SURVEYING I	09/27/11	7,321 00	MW	OH		
AP00347914	711535	LTRA	09/27/11	19,840 00	MW	OH		
AP00347915	709842	LYN WINGERT & ASSOCIATES	09/27/11	500 00	MW	OH		
AP00347916	713757	LYONS, FRANK	09/27/11	90 00	MW	OH		
AP00347917	708021	MABRY HERBECK & ROBERTS LLP	09/27/11	24 00	MW	OH		
AP00347918	713527	MAILROOM FINANCE INC	09/27/11	51,624 31	MW	OH		
AP00347919	713778	MANCUSO, SAM	09/27/11	300 00	MW	OH		
AP00347920	406588	MANGLE, CHRISTINE L	09/27/11	3 46	24	MW	OH	B7
AP00347921	407300	MARION, WILLIAM DAVID	09/27/11	3,510 00	MW	OH		B7
AP00347922	701730	MARKETING SPECIALTIES INC	09/27/11	1 42	1 96	MW	OH	
AP00347923	705424	MASTER WORD SERVICE INC	09/27/11	286 77	MW	OH		
AP00347924	407317	MATHESON TRI-GAS INC	09/27/11	130 24	MW	OH		
AP00347925	705185	MAUZY, BRUCE	09/27/11	1 45	0 50	MW	OH	B7
AP00347926	712676	MAXIMUS CONSULTING SERVICES,	09/27/11	15,560 00	MW	OH		
AP00347927	712667	MCBRIDE LAW FIRM	09/27/11	728 25	MW	OH		B7
AP00347928	713761	MCCILL MAINTENANCE PARTNERSHI	09/27/11	1,335 46	MW	OH		
AP00347929	400532	MCGUIRE, DOANA HAGOOD	09/27/11	350 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00347930	136689	MCLEOD ALEXANDER POWEL & APFF	09/27/11	794 50	MW	OH	B7
AP00347931	409800	MEER, JUDY HAPRIS	09/27/11	503 00	MW	OH	
AP00347932	701320	WENDEZ, LEONORA	09/27/11	50 60	MW	OH	
AP00347933	712341	METRO CITY CONSTRUCTION LP	09/27/11	214,109 21	MW	OH	
AP00347934	032250	MITCHELL CHUCKE PLUMBING CO	09/27/11	300 00	MW	OH	
AP00347935	467157	MOORE MEDICAL CORP	09/27/11	324 96	MW	OH	
AP00347936	710357	MORRIS, PHILLIP W	09/27/11	390 00	MW	OH	B7
AP00347937	405987	MUELLER, DINAH J	09/27/11	1,101 75	MW	OH	B7
AP00347938	700247	MULLEN ASPHALT PAVING	09/27/11	90,747 18	MW	OH	
AP00347939	VOID CONTINU	VOID - Continued Stud	09/27/11	0 00	VM	OH	VOID
AP00347940	710385	MUNRO'S UNIFORM SERVICES LTD	09/27/11	1 191 77	MW	OH	
AP00347941	712790	MURRAY, JASON	09/27/11	0 04	MW	OH	
AP00347942	712930	MURRAY JASON	09/27/11	1 228 00	MW	OH	
AP00347943	705888	NAJER MAURICE	09/27/11	357 50	MW	OH	B7
AP00347944	713123	NB GRAPHICS LLC	09/27/11	275 00	MW	OH	
AP00347945	713518	NELSON, ERIF	09/27/11	487 50	MW	OH	B7
AP00347946	400707	NICKELSON, LINDA J	09/27/11	1 345 50	MW	OH	B7
AP00347947	409867	NORTHERN TOOL EQUIPMENT COMPA	09/27/11	943 73	MW	OH	
AP00347948	711213	NPG ENERGY INC	09/27/11	120 00	MW	OH	
AP00347949	40084	NJLL LAIRSON PC	09/27/11	40,000 00	MW	OH	
AP00347950	700225	OFFICIAL PAIEMENTS CORP	09/27/11	245 00	MW	OH	
AP00347951	703084	OMNI BASE SERVICES INC	09/27/11	30 00	MW	OH	
AP00347952	401924	OMNI PUBLISHERS INC	09/27/11	73 95	MW	CH	
AP00347953	704067	ORDAZ, WILLIAM	09/27/11	236 64	MW	OH	
AP00347954	710160	ORTIZ-TANG LAW FIRM PC	09/27/11	6,860 75	MW	OH	B7
AP00347955	700366	PAPILLON PUBLISHING	09/27/11	586 31	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00347956	408924	PARADIGM CONSULTANTS INC	09/27/11	334.00	MM	OH	
AP00347957	400727	PAKKE & POMPA INC	09/27/11	579.20	MM	OH	
AP00347958	702817	PATE ENGINEERS INC	03/27/11	26,759.11	MM	OH	
AP00347959	701800	PATHWAY TO RECOVERY INC	09/27/11	495.00	MM	OH	
AP00347960	713696	PATRIOT USA SETTLEMENT SERVIC	09/27/11	8.00	MM	OH	
AP00347961	711436	PEGASUS SCHOOLS INC	09/27/11	19,986.02	MM	OH	
AP00347962	703021	PENGAD	09/27/11	68.50	MM	OH	
AP00347963	705136	PENINSULA SANITATION SERVICE	09/27/11	3,200.00	MM	OH	
AP00347964	712853	PEREZ OLDA	09/27/11	64.35	MM	OH	
AP00347965	702340	PETERS CHRIS	09/27/11	2,875.00	MM	OH	
AP00347966	712782	PIPE MASTER PLUMBING LLC	09/27/11	574.00	MM	OH	
AP00347967	163485	PITNEY BOWES	09/27/11	89.00	MM	OH	
AP00347968	406092	POOR SHERIFF FREDDIE	09/27/11	1,350.00	MM	OH	
AP00347969	405621	PORT SUPPLY	09/27/11	67.46	MM	OH	
AP00347970	704740	PRESENTA PLAQUE CORP	09/27/11	234.02	MM	OH	
AP00347971	706331	PRINTECH INC	09/27/11	550.00	MM	OH	
AP00347972	712275	Q C LABORATORIES INC	09/27/11	1,420.00	MM	OH	
AP00347973	705753	QUINTANILLA, DONNIE	09/27/11	950.00	MM	OH	B7
AP00347974	707699	RAMIREZ, TANYA E	09/27/11	3,862.50	MM	OH	B7
AP00347975	711412	RAXCO SOFTWARE INC	09/27/11	1,360.00	MM	OH	
AP00347976	706403	REED ELSEVIER INC	09/27/11	479.00	MM	OH	
AP00347977	410432	REED WILLIAM	09/27/11	76.08	MM	OH	
AP00347978	405218	RIOS, MAPTRA	09/27/11	310.25	MM	OH	
AP00347979	713445	ROBERTS, BARBARA	09/27/11	81.19	MM	OH	
AP00347980	406506	ROELL HOLLY C	09/27/11	112.50	MM	OH	B7
AP00347981	184572	ROMCO INC	09/27/11	609.01	MM	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	Note
AP00347982	704853	ROSS	09/27/11	278 16	MW	OR		
AP00347983	710577	RUSSELL, GREG	09/27/11	1,105 00	MW	OR	B7	
AP00347984	VOID CONTINU	VOID - Continued stub	09/27/11	0 00	VM	OR		VOID
AP00347985	191023	SANTA FE AUTO PARTS INC	09/27/11	8 670 76	MW	OR		
AP00347986	409980	SCHOLASTIC BOOK CLUBS INC	09/27/11	106 30	MW	OR		
AP00347987	702664	SCHWAB, TAYLOR	09/27/11	1 267 50	MW	OR	B7	
AP00347988	701888	SCOTT, SHELBY	09/27/11	438 75	MW	OR	B7	
AP00347989	711834	SEARS & BENNETT LLP	09/27/11	1 105 00	MW	OR	B7	
AP00347990	112229	SEARS ROEBUCK AND COMPANY	09/27/11	669 92	MW	OR		
AP00347991	192146	SEASIDE ENTERPRISES INC	09/27/11	114 07	MW	OR		
AP00347992	405858	SHELTERING HARBOUR	09/27/11	3 732 75	MW	OR		
AP00347993	713430	SHEPMAN WATKINS PLLC	09/27/11	455 00	MW	OR	B7	
AP00347994	400542	SHERWIN WILLIAMS PAINT CORP	09/27/11	467 80	MW	OR		
AP00347995	711554	SHORE POWER INC	09/27/11	217 74	MW	OR		
AP00347996	706176	SIFUENTES, PETER M	09/27/11	135 00	MW	OR		
AP00347997	402266	SMITH, PATRICIA	09/27/11	110 00	MW	OR		
AP00347998	709133	SNIDER TIRE INC	09/27/11	1,503 20	MW	OR		
AP00347999	711908	SOLIS SUSAN RYAN	09/27/11	1,395 90	MW	CH	B7	
AP00348000	704289	SOLUTIONS4SURE COM INC	09/27/11	5,453 90	MW	OR		
AP00348001	VOID CONTINU	VOID - Continued stub	09/27/11	0 00	VM	OR		VOID
AP00348002	712436	SOUTH LAND TITLE LLC	09/27/11	4320 805 48	MW	OR		
AP00348003	701326	SOUTHERN COMPUTER WAREHOUSE	09/27/11	572 91	MW	OR		
AP00348004	713405	SOUTHWEST GALVANIZING INC	09/27/11	800 37	MW	OR		
AP00348005	713129	SOUTHWEST T & I INC	09/27/11	324 80	MW	OR		
AP00348006	711802	SPARKS LAW FIRM T E	09/27/11	130 00	MW	OR	B7	
AP00348007	713603	SPRING GLASS & MIRROR LTD	09/27/11	552 00	MW	OR		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00348008	701542	SPRINT SPECTRUM LP	09/27/11	374.83	MW	CH	
AP00348009	193176	SPRINT WASTE SERVICES LP	09/27/11	435.01	MW	CH	
AP00348010	194159	STANDARD STEEL SUPPLY INC	09/27/11	427.00	MW	CH	
AP00348011	194167	STATE BAR OF TEXAS	09/27/11	125.00	MW	CH	
AP00348012	711361	STERLING LAW FIRM, THE	09/27/11	65.00	MW	CH	B7
AP00348013	194514	STEVENS, MARK W	09/27/11	130.00	MW	CH	B7
AP00348014	703091	STICKLER, TOMMY JAMES	09/27/11	1,235.00	MW	CH	B7
AP00348015	702839	SUHLER, DAVID	09/27/11	1,485.00	MW	CH	B7
AP00348016	711234	SULLIVAN LAND SERVICES LTD	09/27/11	892.73	MW	CH	
AP00348017	703386	SULLIVAN, KIMBERLY A	09/27/11	358.00	MW	CH	
AP00348018	405722	SUN COAST RESOURCES INC	09/27/11	11,011.33	MW	CH	
AP00348019	703362	SYSTEMTOOLS SOFTWARE INC	09/27/11	405.00	MW	CH	
AP00348020	705938	T'S GUNS AND AMMO INC	09/27/11	1,222.50	MW	CH	
AP00348021	700123	T F HUDGINS INC	09/27/11	576.00	MW	CH	
AP00348022	410529	TAYLOR ANGELA M	09/27/11	2,390.00	MW	CH	B7
AP00348023	420529	TAYLOR, ANGELA M	09/27/11	682.50	MW	CH	B7
AP00348024	713783	TED MARULES & ASSOCIATES INC	09/27/11	6,000.00	MW	CH	B7
AP00348025	703876	TERRACON CONSULTANTS INC	09/27/11	5,555.00	MW	CH	
AP00348026	405881	TEXAS AGRILIFE EXTENSION	09/27/11	150.00	MW	CH	
AP00348027	202671	TEXAS ASSOCIATION OF COUNTIES	09/27/11	175.00	MW	CH	
AP00348028	704312	TEXAS DEPARTMENT OF HEALTH	09/27/11	1,134.36	MW	CH	
AP00348029	401245	TEXAS DEPARTMENT OF PUBLIC SA	09/27/11	140.00	MW	CH	
AP00348030	401245	TEXAS DEPARTMENT OF PUBLIC SA	09/27/11	125.00	MW	CH	
AP00348031	202325	TEXAS DISTRICT AND COUNTY ATT	09/27/11	631.00	MW	CH	
AP00348032	400363	TEXAS JUVENILE PROBATION COMM	09/27/11	38,612.30	MW	CH	
AP00348033	202267	TEXAS PARKS AND WILDLIFE DEPT	09/27/11	4,705.20	MW	CH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
APC0348060	704711	WALSH, KEVIN C	09/27/11	620 24	MW	OH	
AP00348061	712330	WATKINS GENE ANTCNE	09/27/11	520 00	MW	OH	B7
APC0348062	231167	WAUPESHA-PEARCE IND INC	09/27/11	1,386 15	MW	OH	
AP00348063	713789	WELLS FARGO	09/27/11	2,625 07	MW	OH	
AP00348064	702431	WELSH, CHRISTINE	09/27/11	50 00	MW	OH	
AP00348065	701533	WEST PUBLISHING CORPORATION	09/27/11	25 508 59	MW	OH	
AP00348066	405396	WOOTEN, THOMAS J	09/27/11	503 75	MW	OH	B7
AP00348067	401705	HW GRAINGER INC	09/27/11	1,154 28	MW	OH	
AP00348068	712998	ZENDEN DEI AND ASSOCIATES FLL	09/27/11	1,169 81	MW	OH	B7
AP00348069	712998	ZENDEN DEL AND ASSOCIATES PUL	09/27/11	243 75	MW	OH	B7
APC0348070	709155	ZURI INVESTIGATIONS & ATTORNE	09/27/11	747 13	MW	OH	B7

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	4
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	8651,526 14	Number of Checks Processed	293
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0

S U B T O T A L

8651,526 14

Daily Cnty Production 09/26/11 09/26/11 O H C H E C K R E G I S T E R CHECK REGISTER Page 1,
MON, SEP 26, 2011, 4 06 PM ---reg DELEON_A---leg GL JL---ioc AUDITOR---job 3474099 #S049---pgm BX200 cl 10> rpt -d CKREG-

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
FT00000275	404603	BAKER, STEPHEN A	09/27/11	901.25	CX	OH	B,
FT00000276	161059	BOB PAGAN FORD INC	09/27/11	9,592.43	CX	OH	
FT00000277	712005	CIAMBRO/BRASFIELD & GORRIE II	09/27/11	3750,460.26	CX	OH	
FT00000278	403006	KEYNORTHS HARDWARE INC	09/27/11	286.41	CX	OH	

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	0
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	0.00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0.00	Number of Checks Processed	0
Total Cancelled	3761,240.35	Number of Checks Processed	4
S U B T O T A L	3761,240.35		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note	Number of Checks Processed
=====								
GRAND TOTALS								
Total Void Machine Written				0 00				4
Total Void Hand Written				0 00				0
Total Machine Written				8651,526 14				293
Total Hand Written				0 00				0
Total Reversals				0 00				0
Total Cancelled				3761,240 35				4
=====								
GRAND TOTAL				12412,766 49				

AGENDA

ITEM

#1b

ORDER

On this the 27th day of September 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present.

Mark A. Henry, County Judge
Patrick Doyle, Commissioner, Precinct No. 1
Kevin D. O'Brien, Commissioner, Precinct No. 2
Stephen Holmes, Commissioner, Precinct No. 3
Ken Clark, Commissioner, Precinct No. 4 and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Sept 14th, 2011 and being salary warrant numbers PY0332725 through PY0332726. The gross amount of such warrants are estimated \$3,431.66 for Supplemental Payroll #719, 2011.

UPON MOTION OF COUNTY ~~COMMISSIONER~~ COUNTY JUDGE HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 27TH DAY


OF SEPT., 2011 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

ATTEST:


Dwight D. Sullivan
County Clerk


Cliff Billingsley, CPA
County Auditor

AGENDA

ITEM

#1c

GALVESTON COUNTY, TEXAS

CONDENSED CONDITION OF FUNDS STATEMENT
AT June 30, 2011 (in 000's)

	Annually-Budgeted Funds		All Other
	General Fund	Other Funds	Funds
Assets and Other Debits			
Cash and Equivalents	\$ 40,612	\$ 61,338	\$ 120,956
Investments	-	-	7,378
Receivables, Net	11,379	2,470	14,603
Capital Assets	-	-	411,057
Other Assets	5,313	1,477	1,034
Other Debits	-	-	363,283
Total Assets and Other Debits	<u>\$ 57,304</u>	<u>\$ 65,285</u>	<u>\$ 918,312</u>
Liabilities, Equity and Other Credits			
Liabilities			
Accounts and Other Payables	\$ 561	\$ 2,801	\$ 7,734
Other Liabilities	10,711	2,548	16,094
Payable - Restricted Assets	264	-	18,099
Bonds and Long-Term Payables	-	-	363,283
Total Liabilities	<u>11,535</u>	<u>5,349</u>	<u>405,210</u>
Equity	45,769	59,934	102,045
Other Credits	-	-	411,058
Total Liabilities, Equity and Other Credits	<u>\$ 57,304</u>	<u>\$ 65,285</u>	<u>\$ 918,312</u>

CONDENSED BUDGET STATEMENT

AT June 30, 2011 (in 000's)

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	\$ 111,230	\$ 102,215	\$ 64,479	\$ 58,890	\$ 73,557
Expenditures and Uses	134,103	86,827	116,613	50,892	110,851
Net	(22,873)	15,387	(52,134)	7,998	(37,294)
Equity & Other Credits, Beginning of Year	30,381	30,381	51,936	51,936	550,397
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits End of Year	<u>\$ 7,508</u>	<u>\$ 45,769</u>	<u>\$ (198)</u>	<u>\$ 59,934</u>	<u>\$ 513,103</u>

Amounts are expressed in thousands of dollars

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023

Cliff Billingsley, CPA, Galveston County Auditor P.O. Box 1418 Galveston, Texas 77553-1418

Detailed financial information is available on our Internet web site

<http://www.co.galveston.tx.us/auditor/auditorsoffice>

at the County Auditor's Office at 722 Moody 4th Floor, Galveston Texas 77550

Chapman, Brandy

From: Trigo, Jennifer

Sent: Monday, September 19, 2011 1 36 PM

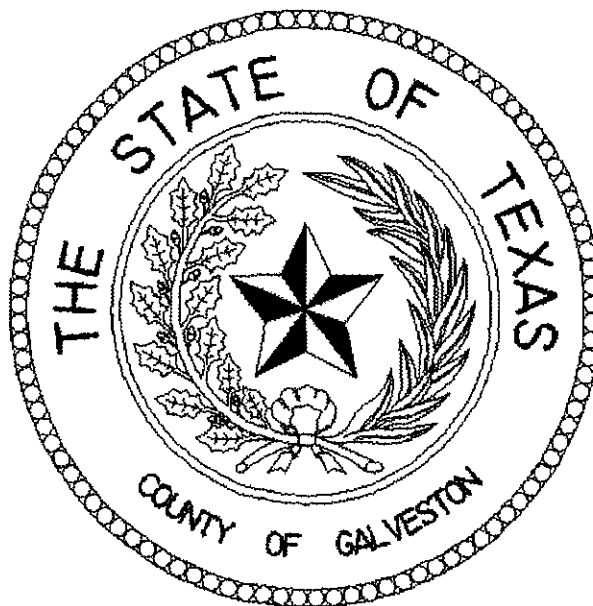
To: Andree, Debbie, barbara_schott@co harris tx us, Billingsley, Cliff, Black, Susan, Bock, Brenda, Chapa, Ron, Chapman, Brandy, Cherry, Jane, Clark, Ken, Cox, Lonnie, Criss, Susan, Doyle, Patrick, Ellisor, John, Garner, David, Gilliam, Cindy, Henry, Mark, Holmes, Stephen, ktemple1@swbell net, louispaulsjr@sbcglobal net, Mallia, Wayne, Manning, Diane, maryp@friendswood lib tx us, mneale@sbcglobal net, Modzelewski, Jeff, Ortiz, Mindi, Sanchez, John, Seidl-Smith, Katherine, steve murray@fitchratings com, Trammell, Mel, Walsh, Kevin, Yarbrough, Jan, Yearnd, Denise

Subject: June 2011 Monthly Unaudited Report

Good afternoon Please note the attached monthly unaudited report for June 2011 Please let me know if there are any questions Thank you

*Jennifer Trigo
Galveston County Auditor's Office
Accounting Technician
Phone 409-770-5420*

GALVESTON COUNTY, TEXAS
MONTHLY UNAUDITED FINANCIAL REPORT
June 30, 2017



Prepared By
County Auditor's Office

Cliff Billingsley, C.P.A.
County Auditor

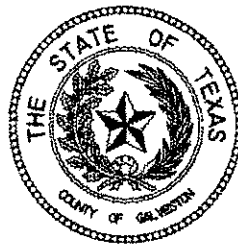
Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

MEMBERS OF GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA
THIS REPORT IS AVAILABLE ON THE INTERNET <http://www.co.galveston.tx.us/auditor/auditorsoffice/>

GALVESTON COUNTY, TEXAS
UNAUDITED MONTHLY FINANCIAL REPORT
June 30, 2011
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<p>• Footnotes: Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals Some revenues and expenditures may not be included in the monthly report totals as these amounts did not meet the deadline for month-end reporting</p>	



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**GALVESTON COUNTY, TEXAS
COUNTY AUDITOR'S OFFICE
P.O. BOX 1418
GALVESTON, TEXAS 77553**

September 15, 2011

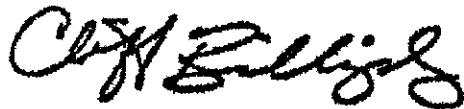
**The Honorable District Judges and the Honorable Members
of the Commissioners' Court:**

The unaudited and unadjusted financial report of Galveston County, Texas, for the month ended June 30, 2011, is hereby submitted as required by Local Governmental Code §114 023 and §114 025

This report is presented in three sections, namely Financial Statements, Schedules and Budget Status

Although this report is self explanatory, please do not hesitate to call the County Auditor's office for more information at (409) 770-5304. This report can be seen on the Internet at <http://www.co.galveston.tx.us/auditor/auditorsoffice/>

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cliff Billingsley". The signature is stylized with a large, looped "C" and "B".

**Cliff Billingsley, C.P A.
County Auditor**



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FINANCIAL STATEMENTS

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
06/30/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVERNMENTAL FUND TYPES				PROPERTY FIDUCIARY FUND TYPES				ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERMEDIATE SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT		
ASSETS AND OTHER DEBITS										
Cash and Investments	40,612,156	43,204,510	15,503,741	102,121,893	9,669,509	10,594,851	0	0		
Cash and Cash Equivalents	0	0	0	0	0	7,377,656	0	0		
Investments	0	0	0	0	0	0	0	0		
Receivables (Net of Allowances for Uncollectibles)	0	0	0	0	0	0	0	0		
Interest	0	0	0	0	0	0	0	0		
Taxes (Note 1)	9,529,009	545,681	1,874,019	0	0	0	0	0		
Accounts	1,699,618	1,381,181	79,537	11,879,467	8,884	15,624	0	0		
Other	150,086	1,260,189	13,050	0	0	15,771	0	0		
Due From Other Funds	5,313,166	692,019	0	0	48,361	0	0	0		
Inventory at Cost	0	630,056	0	0	0	0	0	0		
Prepaid Expenditures	0	4,378	0	0	218,885	0	0	0		
Restricted Assets	0	0	0	0	0	0	0	0		
Cash and Cash Equivalents	0	2,324	0	0	0	0	0	0		
Guardianship Assets	0	0	0	0	0	914,304	0	0		
Capital Assets										
Land	0	0	0	0	0	0	0	0		
Infrastructure	0	0	0	0	0	0	32,770,530	0		
Buildings	0	0	0	0	0	0	0144,359,661	0		
Improvements	0	0	0	0	0	0	0192,825,614	0		
Other Than Bldgs.	0	0	0	0	0	0	0	0		
Equipment	0	0	0	0	0	0	1,321,254	0		
Construction in Progress	0	0	0	0	0	0	0	0		
Amount Avail - Debt Serv Funds	0	0	0	0	0	0	0	0		
Amount to be Provided For	0	0	0	0	0	0	0	0		
Retirement of Gen Long-Term Debt	0	0	0	0	0	0	0	0		
Compensated Absences	0	0	0	0	0	0	0	0		
Notes Payable	0	0	0	0	0	0	0	0		
TOTAL ASSETS & OTHER DEBITS	57,304,034	47,720,337	17,470,350	115,001,360	10,145,640	18,918,206	411,057,903	363,283,041		

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistrib Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

CALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
06/30/2011
With PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS 2011	TOTALS (MEMO ONLY) PRIOR YEAR
ASSETS AND OTHER DEBITS		
Cash and Investments	222,906,663	285,656,421
Cash and Cash Equivalents	7,377,656	9,553,762
Investments		
Receivables (Net of Allowances for Uncollectibles,		
Interest	0	0
Taxes (Note 1)	11,948,708	13,502,295
Accounts	15,064,311	11,063,556
Other	1,439,096	471,200
Due From Other Funds	6,053,545	22,394,415
Inventory at Cost	630,056	621,726
Prepaid Expenditures	223,263	204,302
Restricted Assets		
Cash and Cash Equivalents	2,324	2,217
Guardianship Assets	914,304	1,577,088
Capital Assets		
Land	32,770,530	27,822,267
Infrastructure	144,359,661	141,492,104
Buildings	192,825,614	188,271,012
Improvements Other Than Bldgs	1,321,254	1,321,254
Equipment	33,140,168	32,502,545
Construct-on in Progress	6,640,656	3,548,894
Amount Avail - Debt Serv Funds	15,552,697	16,144,705
Amount to be Provided For		
Retirement of Gen L-T Debt	338,355,725	348,173,717
Compensated Absences	4,374,619	4,307,965
Notes Payable	5,000,000	0
TTL ASSETS & OTHER DEBITS	1,040,900,870	1,031,108,631,444

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undrstr Taxes" (if any) is recent collections
The numbers presented herein might change as a result
of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight
difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
06/30/2011
NITY PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVERNMENTAL FUND TYPES			PROPRITY FIDUCIARY FUND TYPES			ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERPL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
LIABILITIES, EQUITY AND OTHER CREDITS								
Liabilities								
Accounts Payable	560,451	1,280,598	0	12,017	0	49,679	0	0
Compensated Absences Payable	0	0	0	0	0	0	0	0
Retainage Payable	175	3,643,270	0	2,767,861	0	0	0	0
Est Liab-Cla.ms/Jdgmts Pyble	0	32,183	0	0	2,749,500	0	0	0
Due to Others	609,856	84,458	78,164	59	0	1,280,422	0	0
Payable From Restr. Assets	0	0	0	0	0	0	0	0
Due to Other Entities	0	0	0	0	0	0	0	0
Escrow Deposits/Deposits Held	263,532	541,546	0	0	0	15,386,571	0	0
Due to Other Funds	687,731	5,335,578	0	0	0	2,176,797	0	0
Deferred Re-venues (Note 3)	9,414,155	9,993,692	1,839,488	0	0	30,736	0	0
Bonds/Other Long-Term Payables	0	0	0	0	0	0	0	0
Total Liabilities	11,535,399	20,911,326	1,917,652	2,779,942	2,749,500	18,918,206	0	363,283,941
Equity and Other Credits								
Investment in Gen Fixed Assets	0	0	0	0	0	0	0411,057,903	0
Net Assets - Restricted	0	0	0	0	0	201,917	0	0
Net Assets - Unrestricted	45,768,635	26,809,012	15,552,697	112,221,417	7,194,222	0	0	0
Fund Balances								
Reserved								
Unreserved								
Net Equity & Other Credits	45,768,635	26,809,012	15,552,697	112,221,417	7,396,140		0411,057,903	0
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	57,304,034	47,720,337	17,470,350	115,001,360	10,145,640	18,918,206	0411,057,903	363,283,941

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
06/30/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
LIABILITIES, EQUITY AND OTHER CREDITS		
Liabilities		
Accounts Payable	1,907,746	223,493
Compensated Absences Payable	0	0
Retainage Payable	6,411,312	6,877,081
Est Liab-Claims/Jdgmts Payble	2,781,683	3,279,219
Due to Others	2,052,959	3,326,617
Payable From Restr Assets		
Due to Other Entities	15,386,571	16,476,925
Escrow Deposits/Deposits Held	2,975,874	3,882,565
Due to Other Funds	6,353,545	22,394,415
Deferred Revenues (Note 3)	21,247,335	14,914,322
Bonds/Other Long-Term Payables	363,283,041	368,626,387
Total liabilities	422,035,067	440,001,023

Equity and Other Credits	
Investment in Gen Fixed Assets	411,051,903
Net Assets - Restricted	201,917
Net Assets - Unrestricted	207,545,983
Fund Balances	273,527,840
Reserved	
Unreserved	
Ttl Equity & Other Credits	618,805,803
	668,630,421

TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	1040,900,870
	1108,630,444

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
GALVESTON COUNTY, TEXAS
YEAR TO DATE AT 06/30/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
REVENUES						
Taxes (Note 4)	986,749,022	54,094,854	\$26,917,358	\$0	\$117,761,234	\$116,290,632
Licenses and Permits	1,014	4,812,358	0	0	1,813,371	1,837,280
Intergovernmental	3,460,819	33,778,490	2,186,655	32,693,345	72,119,308	43,408,036
Charges for Services	5,379,243	2,575,248	0	0	7,454,490	7,276,452
Fines and Forfeitures	1,722,498	572,560	0	0	2,295,059	2,556,937
Investment Revenue	1,171,928	168,993	129,858	247,642	1,718,422	2,012,087
Other	2,735,960	159,341	0	0	2,895,321	3,871,275
TOTAL REVENUES	101,220,504	42,061,843	29,233,870	32,940,687	206,057,205	177,252,679
EXPENDITURES						
Current Operating						
General Government	34,170,568	15,996,380	0	197,372	50,364,321	39,988,414
Public Safety	25,145,359	27,359,551	0	0	52,504,910	51,449,895
Sanitation	0	0	0	0	0	7,800
Health and Social Services	3,622,570	3,577,002	0	0	7,199,572	7,931,596
Culture and Recreation	1,678,646	393,576	0	0	2,072,222	2,119,387
Conservation	316,960	0	0	0	312,960	326,467
Roads, Bridges, Right-of-Way	0	4,623,696	0	0	4,623,696	3,948,630
Capital Outlay	722,276	9,047,523	0	64,010,121	13,779,920	24,289,841
Bond Issuance Costs	0	0	0	0	0	0
Debt Service	0	0	15,620,000	0	15,620,000	10,410,000
Principal	0	0	7,535,777	0	7,535,777	7,965,306
Interest and Fiscal Charges	0	0	0	0	0	0
Advance Refunding Escrow	0	0	0	0	0	0
TOTAL EXPENDITURES	65,652,379	60,997,728	23,155,777	64,207,493	214,013,377	148,437,330
Excess (Deficiency) of Revenues Over (Under) Expenditures	35,568,125	(18,335,884)	6,078,094	(31,266,506)	(7,956,172)	28,815,349
OTHER FINANCING SOURCES (USES)						
Operating Transfers In	952,300	8,021,100	0	6,822,808	15,796,208	21,604,223
Operating Transfers Out	(16,093,908)	(2,429,400)	0	0	(18,523,308)	(23,222,548)
Op Transfers Out-Component Unit	(4,644,484)	0	0	0	(4,644,484)	(5,154,007)
Bond Discount	0	0	0	0	0	0
Loan Proceeds	0	0	0	0	0	0
Sale of Capital Assets	41,745	6,185	0	0	47,929	140,626
Face Value-Long-Term Debt Issue	0	0	0	0	0	0
Premium-Long Term Debt Issued	0	0	0	0	0	0
Reserves and Other	(436,438)	0	0	0	(436,438)	(190,977)
TTL OTHER FINANCING SRCS (USES)	(20,180,785)	5,597,875	0	6,822,808	(7,760,092)	(6,822,613)

(Continued)

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 06/30/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	15,387,339	(12,738,000)	6,078,094	(24,443,698)	(15,716,264)	21,992,735
FUND BALANCES BEGINNING OF YEAR	30,381,296	39,547,011	9,474,603	136,665,115	216,068,025	246,028,596
Residual Equity Transfers In	0	0	0	0	0	0
Residual Equity Transfers Out	0	0	0	0	0	0
FUND BALANCES, END OF YEAR	\$45,768,635	\$26,809,011	\$15,552,697	\$112,221,417	\$200,353,161	\$268,021,331

Note 4 "Taxes" is primarily current and delinquent taxes with penalties and interest received to date. Tax revenues were estimated based on prior year actual collections.

The numbers presented herein might change as a result of the work of the independent auditors.

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals.

GALVESTON COUNTY, TEXAS
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
Year to Date at June 30, 2011
With Actual Amounts for the Year to Date at June 30, 2010
(UNAUDITED)

	FY 2011			FY 2010
	Budget	Actual	Variance Favorable (Unfavorable)	Actual
REVENUES:				
Taxes	\$88,951,429	\$86,749,022	\$ (2,202,407)	\$93,962,831
Licenses and Permits	74,000	1,013	(72,987)	55,881
Intergovernmental	5,740,825	3,460,819	(2,280,006)	3,483,960
Charges for Services	6,985,125	5,379,243	(1,605,882)	5,090,822
Fines and Forfeitures	2,553,600	1,722,498	(831,102)	1,903,734
Investment	1,451,000	1,171,928	(279,072)	1,197,417
Miscellaneous	4,395,330	2,735,980	(1,659,350)	3,076,111
TOTAL REVENUES	110,151,309	\$101,220,504	(8,930,805)	\$108,770,756
EXPENDITURES				
Current Operating				
General Government	52,409,059	34,170,568	18,238,491	34,141,938
Public Safety	34,788,088	25,145,359	9,642,729	24,752,424
Health and Social Services	5,135,900	3,622,570	1,513,330	3,567,864
Culture and Recreation	2,853,230	1,678,646	1,174,584	1,804,049
Conservation	484,700	312,960	171,740	326,467
Capital Outlay	1,336,657	722,276	614,381	1,039,085
TOTAL EXPENDITURES	97,007,634	65,652,379	31,355,255	65,631,826
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,143,675	35,568,125	22,424,450	43,138,931
OTHER FINANCING SOURCES (USES)				
Transfers In	957,200	952,300	(4,900)	1,758,600
Transfers Out	(16,093,908)	(16,093,908)	-	(19,387,510)
Transfers Out Component Unit	(6,222,900)	(4,644,484)	1,578,416	(5,154,007)
Sale of Capital Assets	121,000	41,745	(79,255)	52,387
Loan Proceeds	-	-	-	-
Reserves and Other	(14,778,452)	(436,438)	14,342,014	(190,977)
TOTAL OTHER FIN SOURCES (USES)	(36,017,060)	(20,180,785)	15,836,275	(22,921,507)
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(22,873,385)	15,387,339	38,260,725	20,217,424
Fund Balance, Beginning of Year	30,381,296	30,381,296	-	29,861,707
Fund Balance, End of Month	\$ 7,507,911	\$ 45,768,635	\$ 38,260,725	\$ 50,079,131

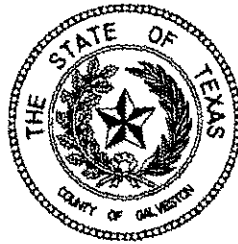
GAI YESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at June 30, 2011
With Actual Amounts for the Year to Date at June 30, 2010
(UNAUDITED)

	GROUP INSURANCE FUND				WORKERS' COMPENSATION FUND				SELF INSURANCE RESERVE FUND			
	FY 2011		Variance		FY 2011		Variance		FY 2011		Variance	
	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual
REVENUES												
Charges for Services	\$10,784,300	\$8,905,164	\$ (1,879,136)	\$8,425,805	\$0	\$0	\$ -	\$0	\$0	\$0	\$ -	\$0
Insurance Recovery - County	\$0	\$0	\$ -	\$0	\$ -	\$0	\$ -	\$0	6,000	23,562	17,562	6,355
Reimbursements	\$555,000	\$1,046,803	491,803	\$130,079	12,000	11,000	(1,000)	11,000	-	-	-	-
Miscellaneous	-	\$0	\$ -	\$0	1,000	6,074	5,074	15,408	20,000	18,382	(1,618)	20,172
TOTAL REVENUES	11,339,300	9,951,967	(1,387,333)	8,555,884	13,000	17,074	4,074	26,408	26,000	41,944	15,944	26,527
EXPENDITURES												
Personal Services	-	-	\$ -	-	-	-	\$ -	-	325,500	281,773	43,727	133,803
Contract Services	1,826,600	1,171,029	655,571	894,134	120,000	38,742	81,258	44,187	10,000	-	10,000	-
Insurance	805,900	526,256	279,644	879,504	-	-	-	-	2,608,500	2,348,653	259,847	2,356,786
Claims Paid	9,439,000	6,233,928	3,205,072	7,392,951	594,600	352,462	242,138	620,423	-	-	-	-
Other Services and Charges	2,508,000	-	2,508,000	-	696,000	-	696,000	-	631,500	-	631,500	-
TOTAL EXPENDITURES	14,579,500	7,931,212	6,648,288	9,166,589	1,410,600	391,204	1,019,396	664,610	3,575,500	2,630,426	945,074	2,490,589
Net Income (Loss)	(3,240,200)	2,020,755	5,260,955	(410,704)	(1,397,600)	(374,130)	1,023,470	(638,202)	(3,549,500)	(2,588,482)	961,018	(2,464,062)
NON-OPERATING REVENUES (EXPENSES)												
Investment Income	6,000	880	(5,120)	1,870	400	254	(146)	171	-	-	-	-
Net Income (Loss) Before Transfers	(3,234,200)	2,021,635	5,255,835	(408,834)	(1,397,200)	(373,876)	1,023,324	(638,031)	(3,549,500)	(2,588,482)	961,018	(2,464,062)
TRANSFERS												
Transfers In	-	-	\$ -	-	527,600	527,600	-	527,600	2,221,000	2,221,000	-	2,045,400
Net Income (Loss)	(3,234,200)	2,021,635	5,255,835	(408,834)	(869,600)	153,724	1,023,324	(110,431)	(1,328,500)	(367,482)	961,018	(418,662)
TOTAL NET ASSETS - BEGINNING	3,017,398	3,017,398	-	2,995,479	914,378	914,378	-	1,336,959	1,656,488	1,656,488	-	2,256,503
TOTAL NET ASSETS - ENDING	\$ (216,802)	\$ 5,039,033	\$ 5,255,835	\$ 2,586,645	\$ 44,778	\$ 1,068,102	\$ 1,023,324	\$ 1,226,528	\$ 327,988	\$ 1,289,006	\$ 961,018	\$ 1,837,841

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at June 30, 2011
With Actual Amounts for the Year to Date at June 30, 2010
(UNAUDITED)

	FY 2011		Variance Favorable (Unfavorable)	FY 2010		Variance Favorable (Unfavorable)
	TOTAL Budget	TOTAL Actual		TOTAL Budget	TOTAL Actual	
REVENUES						
Charges for Services	\$ 10,784,300	8,905,164	\$ (1,879,136)	\$ 11,308,800	8,425,805	\$ (2,882,995)
Insurance Recovery - County	6,000	23,562	17,562	10,100	6,355	(3,745)
Reimbursements	567,000	1,057,803	490,803	1,397,000	341,079	(1,055,921)
Miscellaneous	21,000	24,456	3,456	20,000	35,580	15,580
TOTAL REVENUES	11,378,300	10,010,985	(1,367,315)	12,735,900	8,808,819	(3,927,081)
EXPENDITURES						
Personal Services	325,500	281,773	43,727	282,810	133,803	149,007
Contract Services	1,956,600	1,209,770	746,830	1,934,600	938,321	996,279
Insurance	3,414,400	2,874,909	539,491	3,857,100	3,236,290	620,810
Claims Paid	10,033,600	6,586,390	3,447,210	10,519,000	8,013,174	2,505,826
Other Services and Charges	3,835,500	-	3,835,500	210,000	-	210,000
TOTAL EXPENDITURES	19,565,600	10,952,843	8,612,758	16,803,510	12,321,788	4,481,722
Net Income (Loss)	(8,187,300)	(941,857)	7,245,443	(4,067,610)	(3,512,969)	554,641
NON-OPERATING REVENUES (EXPENSES)						
Investment Income	6,400	1,134	(5,266)	7,500	2,041	(5,459)
Net Income (Loss) Before Transfers	(8,180,900)	(940,723)	7,240,177	(4,060,110)	(3,510,928)	549,182
TRANSFERS						
Transfers In	2,748,600	2,748,600	-	3,267,000	2,573,000	(694,000)
Net Income (Loss)	(5,432,300)	1,807,877	7,240,177	(793,110)	(937,928)	(144,818)
TOTAL NET ASSETS - BEGINNING	5,588,263	5,588,263	-	6,588,941	6,588,941	-
TOTAL NET ASSETS - ENDING	\$ 155,963	\$ 7,396,140	\$ 7,240,177	\$ 5,795,831	\$ 5,651,013	\$ (144,818)

SCHEDULES



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GALVESTON COUNTY, TEXAS

BONDED DEBT SERVICE REQUIREMENTS TO MATURITY, BY TYPE AND ISSUE

At June 30, 2011

	REMAINING INTEREST RATES	PRINCIPAL	INTEREST	ACCRETION	TOTAL
Constitutional Bonds					
Tax and Revenue Certificates 1999	5 3/5 4/5 5/5 6	\$ 650,000	\$ 73,923	\$ -	\$ 723,923
Limited Tax Justice Center Bonds 2001	4 4/5 38/5 45/5 50				
	5 57/5 60/5 62/5 63/5 65/5 66	15,202,062	155,687	27,262,938	42,620,687
Comb Tax & Revn CO 2002	4 375/4 5/4 6/4 7/4 8	2,670,000	323,751	-	2,993,751
Comb Tax & Revn CO 2002A	4 375/4 5/4 6/4 7/4 8	1,915,000	232,514	-	2,147,514
Limited Tax Forward Refunding Bonds 2003	4 0/5 0				
Limited Tax Criminal Justice Bonds 2003A	4 00/4 25	5,375,000	339,956		5,714,956
Comb Tax & Revn CO 2003C	3 75/4 0/4 25/4 5/5 25	6,475,000	1,320,088		7,795,088
General Obligation 99/01 Refunding 2004	4 00/4 25/5 00/5 25/5 50	19,450,000	3,414,863		22,864,863
Pass Through Toll Revenue and Limited Tax Bonds 2007	4 125/4 25/4 375/4 5/4 625/4 75				
		47,905,000	26,351,397		74,256,397
General Obligation Refunding Bonds Series 2007	3 50/4 0/4 125/4 25/4 375/4 5	86,080,000	41,502,525	-	127,582,525
Combination Tax and Revenue Certificates of Obligation Series 2008	2 810022	4,200,000	177,031	-	4,377,031
Limited Tax County Building Bonds 2009B	1 248/1 865/2 365/3 007/3 407/3 9/4				
	2/4 508/4 708/5 905	45,000,000	29,791,078		74,791,078
Limited Tax Flood Control Bonds 2009C-1	2 0/2 5/3 0/3 5	5,785,000	977,963	-	6,762,963
Limited Tax Flood Control Bonds 2009C-2	6 205	9,215,000	8,821,623	-	18,036,623
Total Constitutional Bonds		249,922,062	113,482,399	27,262,938	390,667,399
Road Bonds					
Unlimited Tax Road Bonds 2001	4 4/5 38/5 45/5 50/				
	5 57/5 60/5 62/5 63/5 65/5 66	11,421,372	116,628	20,493,628	32,031,628
Unlimited Tax Road Bonds 2003B	3 75/4 00/4 25/4 50/4 625/4 75/5	8,030,000	4,026,925	-	12,056,925
Unlimited Tax Road Refunding Bonds 2004A	3 50/3 625/4 05/4 50/5 50	9,534,988	2,597,565	740,012	12,872,565
Limited Tax Road Bonds 2009A	1 248/1 865/2 365/3 407/3 9/4 2/4 50				
	8/4 708/4 908/5 108/5 308/5 408/6 20				
	5	75,000,000	49,758,187	-	124,758,187
Total Road Bonds		103,986,360	56,499,305	21,233,640	181,719,305
Total Bonded Debt		\$ 353,908,422	\$ 169,981,704	\$ 48,496,578	\$ 572,386,704

GALVESTON COUNTY, TEXAS

BONDED DEBT SERVICE REQUIREMENTS TO MATURITY, BY YEAR

At June 30, 2011

FISCAL YEAR	PRINCIPAL	INTEREST	ACCRETION	TOTAL
2011	15,620,000	14,815,671		30,435,671
2012	16,539,988	14,289,247	740,012	31,569,247
2013	17,820,000	13,679,662	-	31,499,662
2014	17,060,000	13,001,519	-	30,061,519
2015	17,770,000	12,263,964	-	30,033,964
2016	18,580,000	11,455,798	-	30,035,798
2017	15,462,138	10,780,665	3,872,862	30,115,665
2018	15,732,087	10,238,713	4,097,913	30,068,712
2019	16,070,488	9,661,972	4,309,511	30,041,971
2020	16,584,273	9,037,359	4,525,727	30,147,359
2021	17,065,965	8,347,940	4,719,035	30,132,940
2022	17,591,822	7,611,004	4,903,178	30,106,004
2023	18,201,620	6,830,041	5,078,380	30,110,041
2024	18,855,406	5,991,020	5,244,594	30,091,020
2025	19,565,544	5,088,667	5,419,456	30,073,667
2026	20,349,091	4,131,104	5,585,909	30,066,104
2027	26,990,000	3,015,437	-	30,005,437
2028	28,275,000	1,739,458		30,014,458
2029	14,450,000	669,290		15,119,290
2030	2,600,000	191,188	-	2,791,188
2031	2,725,000	64,719	-	2,789,719
Total	353,908,422	162,904,436	48,496,578	565,309,435

GALA ESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of June 30, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of June 30, 2011
1101	TOTAL GENERAL FUND	\$ 25,498,267	\$ 112,469,941	\$ 97,356,052	40,612,156
2101	Cnty Records Mgt & Preservation	121,665	203,971	182,731	142,905
2102	Co Clerk Rec Mgt & Pres Fund	2,227,992	585,491	960,728	1,852,756
2103	Election Svs Contract Fund	1,313,698	89,280	973,341	429,638
2105	Dist Clerk Child Support IV-D	114,710	4,122	4,220	114,613
2106	Dist Clerk Records Mgmt Fund	87,774	54,551	40,005	102,320
2111	Tx Assess/Colt Sp Inv Tx Fund	40,690	9,040	5,922	43,808
2121	Donations To Galveston County	870	5,000	4,985	885
2131	DA Seized Funds After 10/89	57,715	40,806	28,514	70,006
2132	DA Check Collection Fees	57,025	4,282	7,337	53,970
2148	Unclaimed Property Fund	190,438	111,051	105,466	196,023
2205	Courthouse Security Fund	326,044	151,008	193,435	283,616
2211	Law Library	300,160	196,794	315,877	181,077
2212	Mediation Services Prog Fund	749,590	116,012	32,386	833,217
2215	Justice Court Technology Fund	111,520	51,325	105,000	57,845
2216	Probate Court Contributions Fd	310,059	40,488	37,342	313,205
2220	Adult Probation Fund	675,289	1,692,293	1,593,514	774,068
2230	Juvenile Justice Fund	2,100,510	5,203,210	3,571,030	3,732,690
2240	Sheriff's Commissary Fund	1,037,593	173,979	204,297	1,007,274
2242	Sheriff's Seizure After 10/89	297,007	231,351	54,791	473,566
2245	Task Force Seizure Pre 10/89	36,942	260	25	37,177
2246	CID Seizure After 10/89	5,919	-	-	5,919
2250	Law Enforcement Education Fund	138,593	36,192	18,507	156,278
2255	Constables' Seizures	3,500	-	-	3,500
2260	Emergency Management Fund	7,273,648	102,485	15,742	7,360,391
2301	Road & Bridge Fund	5,240,328	4,361,969	6,197,159	3,405,137
2303	Farm to Market Lateral Road	1,727,657	101,105	339,350	1,489,412
2341	Road District #1	566,364	371,003	676,006	261,360
2370	Flood Control Fund	2,665,764	1,998,166	1,709,835	2,954,095
2401	Public Health Fund	-	122,458	697,990	(575,532)
2410	Mosquito Control District Fund	451,924	1,032,203	895,952	588,175

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of June 30, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of June 30, 2011
2420	Indigent Health Care Fund	11,297,026	2,053,851	1,820,810	11,530,067
2501	Child Welfare Fund	416,723	405,585	273,723	548,586
2601	Beach & Parks Fund	903,967	692,876	513,320	1,083,522
2621	Galveston County Museum	19,960	238	2,271	17,927
2816	Low Inc Rpr Refit, Acc Veh Rpt	15,830	2,004,964	2,004,456	16,338
2817	LIRAP-Local Initiative Project	2,263	19	924	1,357
2824	Adult Probation Community	97,402	310,800	332,647	75,555
2840	Criminal Justice Div-Juvenile	4,227	21,506	67,470	(41,737)
2841	Juvenile Probation-State Aid	195,879	488,432	675,261	9,040
2842	Community Corrections	127,858	371,806	412,753	86,912
2843	ICBP Regional Grant X	23,429	60,234	82,055	1,608
2848	Juv Jst Alt Education Program	70,432	295,966	282,759	83,638
2861	Organized Crime Control Grant	1,824	-	-	1,824
2864	Auto Crimes Task Force Grant	-	469,732	383,168	86,564
2867	SCAAP Program Grant	-	89,823	19,761	70,062
2870	Texas Vine Grant	-	26,333	26,333	0
2874	Crime Victim Assistance Prog	3,621	29,767	43,853	(10,466)
2876	NCVRW CAP Grant	0	-	-	0
2877	Violence Against Women Act	2,991	37,826	81,961	(41,143)
2885	Children's Justice Act Proj	1,685	-	-	1,685
2891	Office of Emergency Mgt Grants	-	44,921	225	44,696
2892	State Homeland Security Grant	-	123,252	133,931	(10,679)
2893	HMGP - IKE	9,484,292	30,757,221	30,710,657	9,530,856
2911	HUD Community Developmt Grants	195,785	89,299	89,458	195,626
2914	CDBG Housing Program	-	9,236,663	14,909,711	(5,673,048)
2915	CDBG Infrastructure Program	369,911	228,864	1,116,914	(518,139)
2921	Senior Citizens Grant Prog	-	502,583	461,880	40,703
2923	Texas Feeding Texans	-	163,595	77,590	86,005
2962	Parks/Beaches Project Grants f	7,646	84,445	14,068	78,023
2974	2009 Recovery Act Justice Asst	-	247,902	188,696	59,206
2975	Just Dept Loc Law Enf Blk Grt	1,029	133,186	131,776	2,440

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of June 30, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of June 30, 2011
2976	COPS Grants Program	-	425,301	418,467	6,834
2985	Moody Foundation Grants	7	-	-	7
2993	Hurricane Ike Grants	-	88,486	88,486	0
2994	Disaster Recovery - Ike	14,767,711	2,096,955	17,373,429	(508,763)
	TOTAL SPECIAL REVENUE FUNDS	66,242,486	68,672,323	91,710,299	43,204,510
3100	County Capital Projects Fund	1,607,170	1,785,000	475,991	2,916,179
3101	Capital Replenishment	-	300,000	-	300,000
3120	Limited Tax Cnty Bldg Bds Sr09	35,498,033	16,759,194	29,981,199	22,276,028
3206	Comb Tax/Revenue COB Sr 2003C	1,310,935	34	50,019	1,260,951
3222	Ltd Tax Crim Jst Bds Sr 2003A	84	1,622	1,614	92
3271	Parks Dept Capital Projects	-	4,237,808	-	4,237,808
3306	Road Capital Project Fund-1987	539,152	1,508	491,272	49,388
3307	Unltd Tax Road Bonds Sr 2003B	6,165,301	929,985	1,768,870	5,326,416
3308	Unlimited Tax Rd Bds Ser 2001	1,341,489	20,875	16,579	1,345,786
3310	Pass Thru Toll Rv Lt Tx BdSr07	20,445,292	4,263,787	10,700,435	14,008,644
3312	Unltd Tax Road Bonds Sr 2009	58,619,278	29,694,222	44,385,647	43,927,853
3315	Galv Causeway RR Bridge Proj	257,931	24,244,476	29,335,334	(4,832,927)
3316	Cnty Road & Bridge Projects	111,705	1,179	-	112,884
3370	Ltd Tax Flood Control Bds Sr09	14,075,715	2,895,733	5,753,690	11,217,757
3373	Gal Cnty Cert of Oblig Sr 2008	4,390,840	3,419,229	6,835,035	975,034
	TOTAL CAPITAL PROJECT FUNDS	144,362,926	88,554,652	129,795,686	103,121,893
4020	Gen Oblig Refund Bd Sr 07	1,183,633	3,778,333	2,169,990	2,791,977
4021	Ltd Tx Cnty Bld Bd Series 2009	827,326	3,799,439	2,717,645	1,909,120
4205	Constr/Imprv Tax/Rev COB 99	240,868	129,303	170,280	199,890
4214	Comb Tax/Rev COB Sr 2003	442,934	948,613	953,176	438,370
4215	Limited Tax Jst Cntr Bds 2001	683,830	1,293,988	1,854,321	123,497
4216	Lmtd Tax Criminal Jst Sr 03A	570,639	1,861,748	1,838,950	593,437
4230	COB 2002A Prk Rds/Pkng Lous	239,376	406,717	395,470	250,623
4284	GOblig Refunding '99-01 Bnds'04	892,069	2,686,741	1,931,551	1,647,259
4358	Pass Thru Toll Rv-Ltd Tx BdSr07	539,254	2,267,820	1,463,190	1,343,884
4362	COB 2002 San Luis Pass Bridge	404,547	449,863	553,601	300,809

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of June 30, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of June 30, 2011
4368	Unlimited Tax Rd Bds Ser 2001	557,007	997,801	1,388,009	166,799
4369	Unlimited Tax Road Bd Sr 2003B	424,605	516,571	486,607	454,570
4370	Unlimited Tax Rd Ref Sr 2004A	367,588	701,596	322,265	746,919
4371	Unltd Tax Road Bonds Sr 2009	1,396,181	6,317,383	4,548,479	3,165,085
4390	Ltd Tx Fl Ctr BAB Sr 09C-1	129,914	910,372	660,152	380,134
4392	Gal Cnty Cert of Oblig Sr 2008	574,442	1,414,687	1,460,808	528,320
4393	Ltd Tx Eld Crl BAB Sr 09C-2	107,810	641,403	286,161	463,051
	TOTAL DEBT SERVICE FUNDS	9,582,023	29,122,376	23,200,655	15,503,744
6123	Group Wrks/Comp Unemplmnt Ins	4,597,068	16,832,875	14,765,411	6,664,533
6124	Workers Compensation Fund	2,021,450	1,233,310	1,119,904	2,134,856
6130	Self Insurance Reserve Fund	1,579,735	2,265,028	2,774,642	1,070,121
	TOTAL INTERNAL SERVICE FUNDS	8,198,253	20,331,214	18,659,958	9,869,509
7601	Payroll Fund	721,650	117,046,048	116,447,683	1,320,016
7605	Escrow Fund	1,286,132	3,114,913	3,205,520	1,195,524
7606	Debt Service Agency Fund	36,047	-	-	36,047
7611	Tax Assess/Colt Undist Coll Fd	3,731,537	-	-	3,731,537
7621	Appellate Judicial Sys Fees Fd	50,084	28,940	5	79,019
7631	County Clerk Trust Fund	1,403,406	3,310	3,310	1,403,406
7641	District Clerk Trust Fund	2,782,393	-	-	2,782,393
7652	Inmate Trust Fund	36,687	-	-	36,687
7671	Children Prot Serv Escrow Fd	10,223	-	-	10,223
	TOTAL AGENCY FUNDS	10,058,158	120,193,211	119,656,518	10,594,851
	GRAND TOTAL	\$ 263,942,113	\$ 439,343,718	\$ 480,379,167	\$ 227,906,663

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of June 30, 2011

	Transfers In	Transfers Out
<u>PRIMARY GOVERNMENT</u>		
General Fund		
1101 General Fund		
4912102 Transfer frm Cnty Crk Rrds Mgm	\$ 451,000	\$ -
4912106 Transfer from Dist Clk Mgmt Fd	40,000	-
4912205 Transfer Frm Courthouse Security	6,200	-
4912211 Trsf from Law Library	1,600	-
4912216 Trnsf from Probate Crt Fund	35,000	-
4912230 Transfer from Juvenile Justice	93,400	-
4912301 Trsf frm Road & Brgd Fund	87,200	-
4912303 Transfer from Frm to Market	75,000	-
4912341 Transfer from Road Dist #1	100,000	-
4912370 Trsf from Flood Control	33,700	-
4912401 Trsf from Public Health Fund	21,500	-
4912601 Trsf from Beach & Parks Fund	7,700	-
1101 General Fund		
5910008 Trsf to Four C's		2,218,500
5912101 Trf to Records Management		100,000
5912230 Trf to Juv Justice		5,006,800
5912260 Transfer to Emerg Mgmt Fund		100,000
5912401 Trf to Public Health Reimb		2,425,984
5912420 Transfer To Indigent HealthCar		2,000,000
5912501 Trf to Child Welfare Fund		354,300
5912601 Trf to Parks		460,000
5913100 Trsf to County Cap Prjcts Fnd		1,785,000
5913120 Trsf to Cnty Builds Bonds Sr09		500,000
5913271 Trf to Beh & Parks Cap Proj		4,237,808
5916124 Trf to Worker's Comp Fund		50,000
5916130 Trf to Self-Insured Ins Fund		1,500,000
	<hr/>	<hr/>
Total for General Fund	952,300	20,738,392
Special Revenue Funds		
2101 Cnty Records Mgt and Pres Fund		
4911101 Transfer from General Fund	100,000	-
2230 Juvenile Justice Fnd		
4911101 Transfer from General Fund	5,006,800	-
2260 Emergency Mgmt Fnd		
4911101 Transfer from General Fund	100,000	-
2420 Indigent Health Care Fund		
4911101 Transfer from General Fund	2,000,000	-
2501 Child Welfare Fnd		
4911101 Transfer from General Fund	354,300	-
2601 Beach & Parks Fund		
4911101 Transfer from General Fund	460,000	-
2101 County Records Mgt and Pres Fund		
5911101 Transfer to General Fund	-	-
5916124 Transfer to Worker's Compensation Fund	-	1,500
5916130 Transfer to Self-Insured Ins Fund	-	1,500
2102 County Clerk Records Mgt & Pres Fund		
5911101 Transfer to General Fund	-	451,000
5916124 Transfer to Worker's Comp Fnd	-	3,600
5916130 Transfer to Self-Insured Ins Fnd	-	23,000
2106 District Clerk Records Management Fund		
5911101 Transfer to General Fund	-	40,000

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of June 30, 2011

	Transfers In	Transfers Out
2205 Courthouse Security Fund		
5911101 Transfer to General Fund	-	6,200
5916124 Transfer to Worker's Comp Fnd	-	2,000
5916130 Transfer to Self-Insured Ins Fnd	-	2,000
2211 Law Library		
5911101 Transfer to General Fund	-	1,600
5913100 Transfer to Capital Replenishment	-	10,000
5916124 Transfer to Worker's Comp Fnd	-	600
5916130 Transfer to Self-Insured Ins Fnd	-	600
2216 Probate Court Contributions Fund		
5911101 Transfer to General Fund	-	35,000
2230 Juvenile Justice Fund		
5911101 Transfer to General Fund	-	93,400
5916124 Transfer to Worker's Comp Fnd	-	37,000
5916130 Transfer to Self-Insured Ins Fnd	-	37,000
2301 Road and Bridge Fund		
5911101 Transfer to General Fund	-	87,200
5913100 Transfer to Capital Replenishment	-	75,000
5916124 Transfer to Worker's Comp Fnd	-	365,000
5916130 Transfer to Self-Insured Ins Fnd	-	575,000
2303 Farm to Market Lateral Road		
5911101 Transfer to General Fund	-	75,000
5913100 Transfer to Capital Replenishment	-	100,000
5916124 Transfer to Worker's Comp Fnd	-	25,000
5916130 Transfer to Self-Insured Ins Fnd	-	39,000
2341 Road District #1		
5911101 Transfer to General Fund	-	100,000
5916124 Transfer to Worker's Comp Fnd	-	6,900
5916130 Transfer to Self-Insured Ins Fnd	-	6,900
2370 Flood Control Fund		
5911101 Transfer to General Fund	-	33,700
5913100 Transfer to Capital Replenishment	-	75,000
5916124 Transfer to Worker's Comp Fnd	-	25,000
5916130 Transfer to Self-Insured Ins Fnd	-	25,000
2410 Mosquito Control District Fund		
5913100 Transfer to Capital Replenishment	-	40,000
5916124 Transfer to Worker's Comp Fnd	-	8,500
5916130 Transfer to Self-Insured Ins Fnd	-	8,500
2601 Beach & Parks Fund		
5911101 Transfer to General Fund	-	7,700
5916124 Transfer to Worker's Comp Fnd	-	2,500
5916130 Transfer to Self-Insured Ins Fnd	-	2,500
	<hr/>	<hr/>
Total for Special Revenue Funds	8,021,100	2,429,400
Capital Projects Funds		
3100 County Capital Projects Fund		
4911101 Transfer from General Fund	1,785,000	-
3101 Capital Replenishment		
4912211 Transfer from Law Library	10,000	-
4912301 Transfer from Road & Bridge	75,000	-
4912303 Transfer from Farm to Market	100,000	-
4912340 Transfer from Flood Control	75,000	-
4912410 Transfer from Mosquito Control	40,000	-
3120 Limited Tax Cnty Bldg Bds Sr09		

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of June 30, 2011

	Transfers In	Transfers Out
4911101 Transfer from General Fund	500,000	-
3271 Parks Department Capital Projects		
4911101 Transfer from General Fund	4,237,808	-
	<hr/>	<hr/>
Total for Capital Projects Funds	6,822,808	-
	<hr/>	<hr/>
Total, Primary Government	15,796,208	23,167,792
	<hr/>	<hr/>
Internal Service Funds		
6124 Worker's Comp Fnd		
4911101 Transfer from General Fund	50,000	-
4912101 Trsf from Records Management	1,500	-
4912102 Transfer from Cnty Crk Rrds Mgm	3,600	-
4912205 Transfer from Courthouse Security	2,000	-
4912211 Trsf from Law Library	600	-
4912230 Transfer from Juvenile Justice	37,000	-
4912301 Trsf from Road & Brdg Fund	365,000	-
4912303 Transfer from Firm to Market	25,000	-
4912341 Transfer from Road Dist #1	6,900	-
4912370 Trsf from Flood Control	25,000	-
4912410 Transfer from Mosquito Control	8,500	-
4912601 Trsf from Beach & Parks Fund	2,500	-
6130 Self Insurance Reserve Fnd		
4911101 Transfer from General Fund	1,500,000	-
4912101 Trsf from Records Management	1,500	-
4912102 Transfer from Cnty Crk Rrds Mgm	23,000	-
4912205 Transfer from Courthouse Security	2,000	-
4912211 Trsf from Law Library	600	-
4912230 Transfer from Juvenile Justice	37,000	-
4912301 Trsf from Road & Brdg Fund	575,000	-
4912303 Transfer from Firm to Market	39,000	-
4912341 Transfer from Road Dist #1	6,900	-
4912370 Trsf from Flood Control	25,000	-
4912410 Transfer from Mosquito Control	8,500	-
4912601 Trsf from Beach & Parks Fund	2,500	-
	<hr/>	<hr/>
Total, Internal Service Funds	2,748,600	-
	<hr/>	<hr/>
COMPONENT UNIT - PUBLIC HEALTH		
4911101 Transfer from General Fund	4,622,984	-
Total, Component Unit - Public Health	4,622,984	-
	<hr/>	<hr/>
GRAND TOTAL	\$ 23,167,792	\$ 23,167,792
	<hr/>	<hr/>

BUDGET STATUS

GALVESTON COUNTY, TEXAS
GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

06/30/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFORWARD	EXCHG AMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPENDITURES	YEAR-TO- DATE EXPENDITURES	ENCUMBRANCE	AVAILABLE BALANCE
General Government								
General Administration								
110000 General Government	\$5,037,100	\$162,500	\$(21,454)	\$4,978,146	\$227,681	\$2,965,950	\$456,054	\$1,556,142
111000 County Judge	319,500	0	11,839	331,339	25,498	230,282	277	100,800
111100 Commissioners' Court	0	0	0	0	0	0	0	0
111101 Crty Commissioner-Pct 1	185,200	0	2,400	187,600	14,693	134,422	0	53,178
111102 Crty Commissioner-Pct 2	185,200	0	2,400	187,600	14,548	135,113	0	52,487
111103 Crty Commissioner-Pct 3	182,600	0	2,400	185,000	14,458	134,475	189	50,336
111104 Crty Commissioner-Pct 4	182,900	0	9,300	192,200	15,269	136,536	0	55,664
111400 County Clerk	2,138,600	0	31,230	2,169,830	167,625	1,439,438	9,852	720,539
114030 Election Expense	760,100	0	2,570	762,670	29,776	588,731	34,613	139,325
117500 War Veterans Service Off	99,700	0	1,200	100,900	8,125	70,549	229	30,123
117600 Ball Bond Board	700	0	0	700	0	0	0	700
Total General Administration	9,091,600	162,500	-(158,115)	9,095,985	517,772	5,835,476	501,214	2,759,295
District Courts								
121000 District Courts	2,973,400	0	115,900	3,089,300	263,559	2,370,285	62,089	656,926
121100 10th District Court	178,400	0	2,400	180,800	14,430	131,101	0	49,699
121200 56th District Court	165,800	0	2,200	168,000	13,460	121,912	0	46,088
121300 122nd District Court	214,400	0	2,900	217,300	17,435	157,709	0	59,591
121400 212th District Court	163,300	0	4,100	167,400	13,462	121,274	0	46,126
121500 306th District Court	175,300	0	2,400	177,700	14,198	128,901	0	48,799
121600 405th District Court	178,400	0	2,400	180,800	14,371	130,536	0	50,264
Total District Courts	4,049,000	0	132,300	4,181,300	350,916	3,161,718	62,089	957,493
County Courts								
122100 County Court #1	514,800	0	122,200	492,600	35,093	341,232	1,643	149,126
122200 County Court #2	502,400	0	125,000	477,400	35,263	315,601	4,031	157,769
122300 Probate Court	659,700	0	7,000	666,700	41,057	430,175	18,912	217,615
122400 County Court #3	470,000	0	4,600	474,600	35,082	327,133	710	146,757
Total County Courts	2,146,900	0	(35,600)	2,111,300	146,495	1,414,138	25,295	671,867
Justice Courts								
123110 Justice Court Pct #1	171,900	0	27,700	199,600	15,636	141,933	233	57,434
123200 Justice Court Pct #2	166,500	0	2,200	168,700	13,396	122,292	0	46,408
123300 Justice Court Pct #3	278,000	0	3,500	281,500	21,747	194,014	0	87,486
123400 Justice Court Pct #4	290,400	0	3,800	294,200	20,964	209,964	0	84,236
123500 Justice Court Pct #5	253,900	0	3,300	257,200	20,646	186,271	0	70,929
123600 Justice Court Pct #6	318,400	0	4,100	322,500	26,117	231,383	30	91,087
123700 Justice Court Pct #7	251,300	0	3,200	254,500	19,955	181,418	405	72,677
123800 Justice Court Pct #8	200,100	0	2,300	202,400	16,047	147,315	2,711	52,374
123900 Justice Court Pct #9	242,200	0	3,100	245,300	16,758	149,132	0	96,168
Total Justice Courts	2,172,700	0	53,200	2,225,900	173,523	1,563,722	3,379	658,799

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
06/30/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFORWARD	BUDGET INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPENDITURES	YEAR-TO- DATE EXPENDITURES	ENCUMBRANCE	AVAILABLE BALANCE
Financial Administration/Other								
125100 Jury and Trial Expense	74,500	0	400	74,900	3,468	43,613	11	31,276
126100 District Clerk	3,604,700	18,700	336,655	3,960,055	287,085	2,273,895	9,123	1,677,037
127100 District Attorney	5,516,200	0	80,380	5,596,580	400,287	3,734,955	14,190	1,847,435
128100 Pre-Trial Release	381,800	0	4,900	386,700	31,339	273,380	4,200	109,120
151300 County Auditor	2,455,700	0	48,400	2,504,100	178,685	1,541,231	8,109	854,760
151400 Professional Services	381,700	0	8,100	389,800	29,680	262,468	0	127,332
151480 Prof Svcs - Rd Dist #1	325,200	0	4,000	329,200	23,815	209,468	0	119,732
151500 Tax Assessor-Collector	2,544,900	0	43,700	2,588,600	189,899	1,477,865	6,423	834,312
151600 County Treasurer	494,700	0	6,100	500,800	33,753	302,733	0	198,067
151800 Purchasing Agent	510,400	0	57,100	568,100	39,730	389,574	5	178,521
153000 Legal Department	642,100	0	8,800	650,900	50,703	463,863	75	186,962
153020 Trial Expense	187,200	0	0	187,200	0	8,846	2,358	175,996
155000 Human Resources	404,600	0	7,100	411,700	33,637	253,005	0	158,695
159100 Information Technology	8,484,400	0	48,900	8,533,300	534,694	5,468,638	551,084	2,513,578
170100 Facilities Services	6,528,700	0	10,681	6,539,381	706,590	4,721,614	1,323,862	999,905
Maintenance/Repair of -								
Combined Services for -								
17211 Galveston	815,600	0	14,259	829,859	59,295	432,267	187,008	210,584
190100 County Engineer	701,600	1,612	40,187	743,399	54,588	468,098	33,087	242,214
Total Financial Admin /Other	34,054,000	20,312	720,262	34,794,574	2,657,247	22,195,514	2,139,533	10,459,526
Total General Government	51,514,200	187,812	712,047	52,409,059	3,845,953	34,170,568	2,731,510	15,506,980

GALVESTON COUNTY, TEXAS
GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFORWARD	EDGT AMTMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPENDITURES	YEAR-TO- DATE EXPENDITURES	ENCUMBRANCE	AVAILABLE BALANCE
Public Safety								
Sheriff -								
21101 Administration	1,594,400	0	222,900	1,817,300	159,968	1,250,866	102,485	463,949
21121 Criminal Investigation	1,016,000	0	72,700	1,088,700	95,520	838,552	1,562	248,586
21131 Identification Division	509,600	0	6,600	516,200	41,049	371,417	6,114	138,669
21132 M & M R	431,800	0	7,700	439,500	36,078	315,635	0	123,865
21133 Corrections	9,986,200	0	325,350	10,311,550	1,685,194	14,568,851	1,046,994	4,895,705
21142 Bolivar Summer Program	202,500	0	3,000	205,500	24,175	86,507	0	118,993
21143 Patrol Division	2,844,500	0	56,550	2,901,050	237,515	2,160,789	5,702	734,559
21150 Marshals	1,255,900	0	36,900	1,292,800	101,727	948,668	4,774	339,358
21160 Training	120,800	0	1,000	121,800	14,444	72,776	7,165	41,860
21163 Clear Creek I S D	1,890,900	0	34,800	1,925,700	158,924	1,454,309	0	471,391
21165 Marine Division	0	0	0	0	0	0	0	0
21171 Communications	775,300	4,788	70,900	850,988	55,822	621,785	88	229,115
21181 Reserves	0	0	0	0	0	0	0	0
21189 Bailiffs	0	0	0	0	0	0	0	0
Total Sheriff:	30,627,900	4,788	838,400	31,471,088	2,610,411	22,690,155	1,174,885	7,606,049
Constables -								
22310 Constable - Precinct #1	260,800	0	2,900	263,700	21,112	191,150	0	72,550
22320 Constable - Precinct #2	257,000	0	3,000	260,000	20,852	188,552	598	70,850
22330 Constable - Precinct #3	355,600	0	4,000	359,600	29,223	261,031	305	98,265
22340 Constable - Precinct #4	278,800	0	3,100	281,900	21,972	198,026	127	83,748
22350 Constable - Precinct #5	270,900	0	3,000	273,900	21,403	196,380	448	77,071
22370 Constable - Precinct #7	369,300	0	4,300	373,600	27,413	269,459	0	104,141
22380 Constable - Precinct #8	454,300	0	5,000	459,300	36,764	326,077	71	133,152
22390 Constable - Precinct #9	209,700	0	2,400	212,100	17,089	153,273	0	58,827
Total Constables	2,456,400	0	27,700	2,484,100	195,829	1,783,949	1,548	698,603
Other -								
29101 Emergency Management	828,000	0	4,900	832,900	25,541	671,256	3,183	158,462
Total Other	828,000	0	4,900	832,900	25,541	671,256	3,183	158,462
Total Public Safety	33,912,300	4,788	871,000	34,788,088	2,831,781	25,145,459	1,179,616	8,463,114

GALVESTON COUNTY, TEXAS
GENERAL FUND
BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION
06/30/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFWD	BDGI AMT/MI INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPENDITURES	YEAR-TO- DATE EXPENDITURES	ENCUMBRANCE	AVAILABLE BALANCE
Health/Social Services								
440100 Community Services	3,260,000	0	103,600	3,363,600	381,987	2,533,666	610,744	222,151
440100 Indigent Care/Medicat.on	965,200	0	(200)	965,000	61,911	603,479	19,106	342,415
451110 Senior Citizens	790,700	0	16,600	807,300	43,716	488,425	27,141	231,734
Total Health/Soc Svcs.	5,015,900	0	120,000	5,135,900	487,613	3,622,570	656,991	856,339
Culture and Recreation.								
513200 Galv County Museum	183,600	0	1,600	185,200	11,899	87,019	7,100	91,081
522020 Parks Department	2,403,800	216,730	47,500	2,668,030	178,987	1,591,627	90,527	985,881
Total Culture and Recreation	2,587,400	216,730	49,100	2,853,230	190,885	1,678,646	97,622	1,076,962
Conservation								
610200 County Extension	479,400	0	5,300	484,700	37,494	312,960	7,601	164,140
Total Conservation	479,400	0	5,300	484,700	37,494	312,960	7,601	164,140
Capital Outlay								
720100 Buildings	55,000	64,845	0	119,835	0	14,088	28,835	76,912
730100 Improvmt Other Than Bldgs	124,600	92,561	0	217,161	12,300	66,918	5,925	142,318
740100 Furniture/Fixtures/Equip	130,000	72,060	0	202,000	0	56,128	0	145,872
740101 Vehicles	511,000	0	125,741	636,741	0	574,432	37,120	25,189
750100 Technology	75,000	85,920	0	160,920	0	8,711	225	151,984
Total Capital Outlay	895,600	315,316	125,741	1,336,657	12,300	722,276	72,105	542,275
Total Expenditures	94,404,800	719,646	1,883,198	97,007,634	7,406,027	65,652,319	4,745,445	26,609,810
Other Financing Uses								
921010 Transfers and Reserves	38,505,100	0	(1,409,840)	37,095,260	97,686	21,174,830	0	15,920,430
Total Other Financing Uses	38,505,100	0	(1,409,840)	37,095,260	97,686	21,174,830	0	15,920,430
Total Expenditures and Other Financing Uses	132,909,900	719,646	473,348	134,102,894	7,503,713	86,827,209	4,745,445	42,530,240
Total Expenditures, Other Financing Uses, and Residual Equity Transfers Out (Note 5)	5,513,909,900	\$719,646	\$473,348	\$134,102,894	\$7,503,713	\$86,827,209	\$4,745,445	\$42,530,240

Note 5 Authority to increase the budget lies with the Commissioners' Court

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND

FUND NUMBER AND NAME	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRY-FORWARD	BUDGET AMOUNT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS./OTHR DEBITS	YEAR-TO-DATE EXPS./OTHR DEBITS	ENCUMBRANCE	AVAILABLE BALANCE
Budgeted Special Revenue Funds								
2101 County Records Management	3383,800	\$0	\$0	\$383,800	\$10,000	\$182,192	\$2,000	\$196,608
2102 City Clk Mgmt /Pres/ Fee	2,981,500	596,211	0	3,577,711	25,763	941,724	45,570	2,590,417
2105 D C Child Support IV-D	110,000	0	50,300	160,300	1,448	4,220	0	156,080
2106 Distr Clerk Records Mgmt	90,300	12,000	(50,300)	52,000	0	40,000	0	12,000
2121 Donations to Galv County	800	0	5,000	5,800	(5,000)	(15)	15	5,800
2125 Courthouse Security	442,800	0	0	442,800	18,048	185,622	980	256,198
2211 Law Library	478,400	0	0	478,400	20,254	266,058	41,093	111,249
2212 Mediation Services Program	750,000	0	0	750,000	4,735	28,356	524	721,120
2215 Justice Court Technology	165,000	0	0	165,000	0	105,000	0	60,000
2230 Juvenile Justice	6,346,900	23,300	110,600	6,480,800	371,225	3,560,073	239,807	2,680,920
2260 Emergency Management	1,700,000	0	(30,120)	1,669,880	2,118	14,396	0	1,655,484
2301 Road and Bridge	1,734,700	140,000	264,400	8,139,100	498,645	5,531,987	718,862	1,888,211
2303 Farm-to-Market Lateral Rd	1,710,100	0	0	1,710,100	8,268	336,385	0	1,373,715
2341 Road District #1	1,118,900	0	0	1,118,900	476	671,601	29,739	417,560
2370 Flood Control	3,255,000	910,045	0	4,165,045	127,587	1,558,566	174,347	2,432,132
2410 Mosquito Control District	1,438,400	8,000	27,100	1,468,500	155,938	855,450	31,442	581,609
2420 Indigent Health Care Fund	12,600,000	12,354,301	0	24,954,301	94,365	1,772,736	307,297	22,874,268
2501 Child Welfare	680,700	0	0	680,700	21,856	232,502	94,406	333,293
2601 Recre and Parks	1,446,000	50	0	1,446,050	75,635	474,608	152,159	819,282
2621 Galveston County Museum	20,000	0	0	20,000	0	2,264	0	17,736
Subtotal, Special Revenue	43,452,800	14,043,907	371,980	57,868,687	1,431,361	16,783,724	1,841,241	39,243,722
Budgeted Debt Service Funds								
4020 Gen Oblig Refund Bd Sr 07	4,849,600	0	0	4,849,600	0	2,165,608	0	2,683,912
4021 Ltd Tx Cnty Bld Bd Series	4,802,200	0	0	4,802,200	0	2,717,545	0	2,084,655
4205 1999 Tax/Revenue C.O.B.	349,000	0	0	349,000	0	168,143	0	180,858
4214 Comb Tax/Rev C O B 2003C	1,399,000	0	0	1,399,000	0	948,988	0	450,013
4215 Jerc Ctr/Pub Sfty Ser 2001	1,987,400	0	0	1,982,400	0	1,849,820	0	132,580
4216 Ltd Tx Crim Jstc Bds 2003A	2,432,800	0	0	2,432,800	0	1,830,131	0	602,669
4230 Ex Rds/Lot Imprv COB 2002A	618,100	0	0	618,100	0	394,289	0	223,811
4282 Ltd Tax Frwd Rfdg Bds 2003	0	0	0	0	0	0	0	0
4284 GO 1999/2001 Rfdg Bds 2004	3,397,800	0	0	3,397,800	0	1,922,136	0	1,475,664
4358 Pass Thru Toll Rv LtrBdsSr	3,439,400	0	0	3,409,400	400	1,463,147	0	1,946,253
4362 SanLuisPass Bridge COB 2002	824,800	0	0	824,800	0	551,666	0	273,134
4368 Unltd Tax Rd Bnd Ser 2001	1,507,400	0	0	1,507,400	0	1,384,810	0	122,590
4369 Unltd Tax Road Bonds 2003B	911,300	0	0	911,300	0	484,938	0	426,363
4370 Unltd Tx Rd Rfdg Bds 2004A	1,031,700	0	0	1,031,700	0	320,883	0	710,817
4371 Unltd Ty Rd Bds Sr09	7,941,900	0	0	7,941,900	0	4,548,314	0	3,393,586
439C Ltd Tx Fl Ctr BAB Sr09C-1	1,001,500	0	0	1,001,500	0	660,125	0	341,375
4392 Ga Cnty Cert Oblig Sr2008	1,925,900	0	0	1,925,900	0	1,459,010	0	466,890
4393 Ltd Tx Fl Ctr BAB Sr 09C	794,300	0	0	794,300	0	286,145	0	508,155
Subtotal, Debt Service	39,179,100	0	0	39,179,100	400	23,155,777	0	16,023,323

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND

06/30/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFORWD	BUDGET INCREASE/ (DECREASE)	BUDGET AS AMENDED	CUR MO EXPS /OTHER DEBITS	YEAR-TO-DATE EXPS /OTHER DEBITS	ENCUMBRANCE	AVAILABLE BALANCE
Budgeted Internal Service Funds								
6123 Group Insurance	14,579,500	0	0	14,579,500	832,907	7,931,213	423,907	6,218,381
6124 Workers' Compensation	1,916,000	0	(505,400)	1,410,600	24,506	391,204	0	1,019,396
6130 Self-Insurance Reserve	3,575,500	0	0	3,575,500	142,771	2,630,426	3,376	941,698
Subtotal, Internal Service	20,071,000	0	(505,400)	19,565,600	1,000,184	10,952,843	433,282	8,179,475
Grand Total (Note 6)	\$102,702,900	\$14,043,907	\$133,420	\$116,613,387	\$2,431,945	\$50,892,343	\$2,274,523	\$63,446,520

AGENDA

ITEM

#1d



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

LaFoya Jordan
First Assistant IT Systems

September 27, 2011

Honorable Judge Mark Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

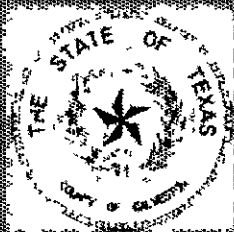
Attached for your consideration is the internal audit report of the County Parks Department, as required by Local Government Code (LGC) §115. Also attached is Mr. Dennis Harns' response memo dated September 19, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Billingsley", is written over a horizontal line.

Cliff Billingsley, CPA
County Auditor

cc: Mr. Dennis J. Harns, Sr.
Department of Parks and Senior Services



Department of Parks and Senior Services Audit

August 25, 2011

Galveston
County
Internal Audit
Division

Cliff Billingsley,
CPA
County Auditor

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Executive Summary

Reliability and Integrity of Information (pages 3-4)

- Internal controls over collections can be improved by implementing a close-out procedure for tracking the daily receipts and reconciling them to the deposit warrant
- Bolivar Beach Vendor payments and County Parks' Concessionaire payments are not consistently receipted in Active Net upon written notice from Accounts Receivable.
- The Department of Parks and Senior Services does not consistently return facility security deposits to the customers
- All collections for the Bolivar Beach Parking Sticker Program and Ft. Travis Park were accounted for

Safeguarding of Assets (page 5)

- All cash was accounted for at the time of the surprise cash count
- Collections are deposited in a timely manner (once a week), minimizing exposure to loss
- All unused receipts are kept in a locked cabinet and are adequately safeguarded from loss or misuse
- Verification of Asset Custody Report dated June 30, 2011 received from the Department of Parks and Senior Services

Compliance with Statutes, Policies, and Procedures (pages 6-7)

- Deposits were in compliance with LGC §113.022 as all cashiers' checks and money orders received were deposited within 7 business days of receipt
- Bolivar Beach Vendors have not provided proof of current required insurance coverage.
- Bolivar Beach Vendors have not made payments in accordance with their respective contracts

Introduction

The Internal Audit Division conducted an internal audit of the Department of Parks and Senior Services, as required by Local Government Code §115 0035. The internal audit covered the period October 1, 2010 through June 30, 2011. The audit was performed from July 5, 2011 through August 25, 2011.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- The reliability and integrity of the information
- The safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans, and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to the Department of Parks and Senior Services. The internal audit included, but was not limited to, the books, accounts, reports, and records of the Department of Parks and Senior Services.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Department of Parks and Senior Services as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Lori McWhirter, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete, and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction, and have custody of the assets. The office has instituted procedures to separate the custody of the assets from the recording and authorization functions. The office has an effective separation of duties

Financial Data Accuracy and Completeness

The Department of Parks and Senior Services gathers all daily collections and secures them in the safe until ready for deposit. Once a week the permit coordinator gathers all collections from the safe and prepares a deposit warrant.

Finding: The Department of Parks and Senior Services does not have a close-out procedure in place for tracking the daily receipts and reconciling them to the deposit warrant.

Recommendation PARKS-11-01: The Parks' Department Administrative Services Manager should use the Active Net generated 'Cash Receipts Report' to insure that all receipts are accounted for and all collections have been deposited or turned in to the Treasurer's Office. The report should be attached to the deposit warrant as support.

Accounts Receivable Payments

The Bolivar Beach Vendor payments and County Parks' Concessionaire payments are mailed to the Auditor's Office, who turns the payments over to the Treasurer's Office. A letter of confirmation of payment is sent to the Vendor/Concessionaire and to the Department of Parks and Senior Services who receipts the payment in their Active Net system.

Finding: Bolivar Beach Vendor payments and County Parks' Concessionaire payments are not consistently receipted in Active Net upon written notice from Accounts Receivable.

Recommendation PARKS-11-02: Upon receipt of the confirmation letter, the Permit Coordinator should record the payment in Active Net.

Facility Security Deposits

According to the County Park's Facility Permitting Policy, a security deposit is required when renting certain facilities. Following the conclusion of the event, all or part of the deposit may be refunded to the customer, depending upon the condition in which the facility is left as reported on the final Facility Data Report.

Finding: The County Parks' Department had in their possession 10 security deposit checks totaling \$4,820.00, dated as far back as November 28, 2008.

Reliability and Integrity of Information (cont.)

Recommendation PARKS-11-03: Upon receipt of the Facility Data Report, if a security deposit is to be returned to the customer, the Permit Coordinator should immediately notify the customer to pick up their deposit check

Bolivar Beach Parking Sticker Program

The Bolivar Beach Parking Sticker Program (BBPSP) generates revenue through the sale of parking stickers for vehicles and golf carts. The stickers are numbered and color coded for each fiscal year. For each sticker that is sold, the customer is issued a copy of a pre-numbered, County-issued, duplicate receipt. Tracking the parking sticker numbers and corresponding receipt numbers serve as support to the deposit warrant and as a means for assurance that parking sticker numbers and receipt numbers were not skipped. No discrepancies were detected in the BBPSP collections.

Ft. Travis Park

Ft. Travis Park rents out campsites for \$25/a night and cabanas for \$30/a night. Reservations can be made through the County Parks Department; however, the majority of the collections come from walk-in customers there at the park. The Toll Booth Supervisor issues the customer a receipt for each payment that is received. No discrepancies were detected in the Ft. Travis Park collections.

Safeguarding of Assets

Physical Security - Collections

Depositing daily is one of the best safeguards of assets (collections) as well as providing the County with maximum benefit of the collections.

As part of the audit, the auditor conducted a surprise cash count at the beginning of the audit. All cash was accounted for at the time of the surprise cash count. Controls are in place to ensure that staff uses a lockable drawer to safeguard collections during the day then secure the funds in the safe until ready for deposit.

The financial assets are adequately safeguarded from loss.

Physical Security – Receipts

A pre-numbered, County-issued, manual receipt is used for each payment transaction at Ft. Travis Park and for each ticket sale in the Bolivar Beach Parking Sticker Program. The receipts are not in 'book form', but are loose and kept in a desk at the Ft. Travis office. The receipts are filled out in triplicate with a copy going to the customer and the original and remaining copy being placed in an envelope along with the rental fee. All unused receipts are kept in a locked cabinet in the Administrative Coordinator's office.

Receipting inventory is adequately safeguarded from loss or misuse.

Fixed Assets - Operations

The Purchasing Agent Policies and Procedures Manual (May 11, 2010) requires the Fixed Asset Property Manager to inventory all County fixed assets twice a year. Typically these are performed in January and in June. Due to the implementation of Fixed Assets into IFAS 7i, purchasing decided to forego the January inventory.

We received a copy of the Verification of Asset Custody Report dated June 30, 2011. No discrepancies were noted.

Compliance with Statutes, Policies, and Procedures

Deposit Statutes

LGC § 113 022 allows a maximum of seven business days to deposit cash, checks or money orders received by County departments

The Department of Parks and Senior Services is in compliance with LGC §113 022 Money collected is secured in a safe and is routinely deposited every Friday

Bolivar Beach Vending Permit Policy

A beach vending permittee must pay a monthly operating fee to the Department of Parks and Senior Services from the effective date of the permit through September for each year of the vending period, regardless of what month the permittee actually begins operations (Article 13 1).

Finding: Barker Beach Rental, Ekko Ice Cream, Snow King and Superior Ice Cream each have an outstanding balance due on their permit *(This is a prior audit finding)*

Recommendation PARKS-09-15: Require Barker Beach Rental, Ekko Ice Cream, Snow King and Superior Ice Cream to pay the outstanding balance prior to issuing a new permit

The County requires all beach vendors to maintain current general liability insurance and vehicle liability insurance throughout the vending period (Article 10.1.2).

Finding: Several of the vendors (Captain Flagg, Ekko Ice Cream, Hernandez Ice Cream, Paleteria La Esperanza, Windjammer, Superior Ice Cream) failed to provide the County with proof of current vehicle and/or general liability insurance *(This is a prior audit finding.)*

Recommendation PARKS-09-12: Create a checklist of items that are required as part of the permit application packet. Do not issue a permit until each item has been received

Concession Agreements

All Concessionaires are required to obtain and maintain, during the term of their agreement, a policy of workers' compensation insurance covering all employees of each concessionaire involved in the operation and management of the Concession premises

Finding: The following concessionaires have not provided the County with valid proof of current workers' compensation insurance coverage for their employees.

- Fat Boys' Fishing Paradise
- Hitchcock Boat Ramp

Compliance with Statutes, Policies, and Procedures (cont.)

Recommendation PARKS-11-04: Require each concessionaire to provide proof of current workers' compensation insurance coverage for all employees. If they fail to comply, consider terminating or revising their agreement

All concessionaires are required to obtain and maintain, during the term of the agreement, a policy of windstorm, hail and fire and extended coverage insurance in an amount not less than one hundred percent of the full replacement value of personal property items and all other contents

Finding: Hitchcock Boat Ramp has not provided the County with valid proof of current windstorm, hail and fire and extended coverage insurance for personal property items and other contents

Recommendation PARKS-11-05: Require Hitchcock Boat Ramp to provide proof of current windstorm, hail and fire and extended coverage insurance for personal property items and other contents. If they fail to comply, consider terminating or revising their agreement.

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

September 19, 2011

Cliff Billingsley, CPA County Auditor
The County of Galveston
County Auditor's Office
P. O. Box 1418
Galveston, Texas 77553

RE: Response to Internal Audit Report

Dear Mr. Billingsley,

The purpose of this letter is to present the Department of Parks and Senior Services response to your office's Internal Audit Report received on Thursday, September 15, 2011, which reflects the discussion during the exit conference held on Monday, September 12, 2011 at the Parks Departments' headquarters.

We understand the scope, objectives, and methodology as each relates to the reliability and integrity of information, safeguarding of assets, compliance with laws, regulations, contracts, policies, plans, and procedures of the Department of Parks and Senior Services.

The following will provide in numerical order the Findings, Recommendations, and **our response**.

Financial Data Accuracy and Completeness

Finding: The Department of Parks and Senior Services does not have a close-out procedure in place for tracking the daily receipts and reconciling them to the deposit warrant.

Recommendation PARKS-11-01: The Parks' Department Administrative Services Manager should use the ActiveNet generated 'Cash Receipts Report' to insure that all receipts are accounted for and all collections have been deposited or turned in to the Treasurer's Office. The report should be attached to the deposit warrant as support.

Response: We concur that the Administrative Services Manager should use the ActiveNet generated 'Cash Receipts Report' to insure that all collections have been properly accounted for and reported to the Treasurer's Office with the 'Cash Receipts Report' attached to the weekly deposit warrant as support. A "Parks' Department Deposit Warrant Reconciliation Form" has been developed during the period the internal audit was conducted and is in use each Monday when the weekly collections deposit warrant is prepared for daily revenue collections booked to ActiveNet.

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources.

4102 Main Street (FM 519)

La Marque, TX 77568

Phone: (409) 934-8100

Fax: (409) 934-8140

between Monday and Friday of the prior week. The "Parks Department Deposit Warrant Reconciliation Form" is in use as of Monday, August 29, 2011 and is attached to the deposit warrant as support each Monday.

Accounts Receivable Payments

Finding: Bolivar Beach Vendor payments and County Park's Concessionaire payments are not consistently receipted in ActiveNet upon written notice from Accounts Receivable

Recommendation PARKS-11-02: Upon receipt of the confirmation letter, the Permit Coordinator should record the payment in ActiveNet

Response: We concur; the Permit Coordinator will consistently record the Bolivar Beach Vendor Payments and County Parks' Concessionaire payments in ActiveNet upon receipt from the County Auditors' Accounts Receivable email confirmation effective immediately.

Facility Security Deposits

Finding: The County Parks' Department had in their possession 10 security deposit checks totaling \$4,820 00, dated as far back as November 28, 2008

Recommendation PARKS-11-03: Upon receipt of the Facility Data Report, if a security deposit is to be returned to the customer, the Permit Coordinator should immediately notify the customer to pick up their deposit check.

Response: We concur; it was determined that there were 10 security deposit checks held due to the following examples; staff working with the permittee to cut a new check with the proper amount, permit dates were extended and security deposit checks were not updated, and other checks were an oversight and should have been returned. The Permit Coordinator will ensure that all deposit checks are returned within thirty calendar days from each permitted event. This action will begin effective immediately. In addition, the Administrative Services Manager will periodically spot check the security deposit checks.

Compliance with Statues, Policies, and Procedures:

Bolivar Beach Vending Permit Policy

Finding: Barker Beach Rental, Lkko Ice Cream, Snow King and Superior Ice Cream each have an outstanding balance due on their permit (This is a prior audit finding)

Recommendation PARKS-09-15: Require Barker Beach Rental, Ekko Ice Cream, Snow King and Superior Ice Cream to pay the outstanding balance prior to issuing a new permit

Response: We concur; If the outstanding balance remains unpaid at the end of the current beach vending season (2011), then each beach vendor will be flagged in ActiveNet and will not be issued a new Beach Vending Permit until full payment of the outstanding balance is made and booked to ActiveNet.

Finding: Several of the vendors (Captain Flagg, Ekko Ice Cream, Hernandez Ice Cream, Paeteria La Esperanza, Windjammer, Superior Ice Cream) failed to provide the County with proof of current vehicle and/or general liability insurance (This is a prior audit finding)

Recommendation PARKS-09-12: Create a checklist of items that are required as part of the permit application packet. Do not issue a permit until each item has been received

Response: We concur; all beach vendors did have current vehicle and/or general liability insurance at the beginning of the 2011 season; however some coverage's had expired in the middle of the season. The Permit Coordinator will institute a checklist to reflect expiration dates to use to ensure that proper coverage's are met throughout the season.

Concession Agreements

Finding: The following concessionaires have not provided the County with valid proof of current workers' compensation insurance coverage for their employees

- Fat Boys' Fishing Paradise
- Hitchcock Boat Ramp

Recommendation PARKS-11-04: Require each concessionaire to provide proof of current workers' compensation insurance coverage for all employees. If they fail to comply, consider terminating or revising their agreement

Response: We concur; as we discussed some concessionaires use volunteers to work within their establishments to reduce their operating expenses, which would not require them to have workers' compensation insurance coverage. The Parks Department will ask the concessionaires to provide a written statement on an annual basis regarding having employees or not that would be subject to worker's compensation insurance coverage.

Finding: Hitchcock Boat Ramp has not provided the County with valid proof of current windstorm, hail and fire and extended coverage insurance for personal property items and other contents

Recommendation PARKS-11-05: Require Hitchcock Boat Ramp to provide proof of current windstorm, hail and fire and extended coverage insurance for personal property items and other contents. If they fail to comply, consider terminating or revising their agreement

Cliff Billingsley, CPA County Auditor
RE: Response to Internal Audit Report
September 19, 2011

Response: We concur; currently the Hitchcock Boat Ramp Concessionaire is in their first 3 year option for renewal phase of the concession agreement, which ends in November 2011. If the current concessionaire chooses to exercise their first option for renewal, the department will ensure that proof of windstorm, hail and fire and extended coverage insurance for personal property and other contents will be provided.

I would like to thank the Auditor's Office for this internal audit review and the professionalism of your staff (Lori McWhirter, Internal Auditor I) as she conducted her day to day visits and interactions with our staff

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Harris", written in a cursive style.

Dennis J. Harris, Director
Department of Parks & Senior Services

cc: Mike Allison Internal Audit Supervisor
Lori McWhirter, Internal Auditor I
Earl Heame Administrative Services Manager
Michelle Hollins Permit Coordinator
Central File Internal Audit Reports

AGENDA

ITEM

#2



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

RECEIVED
SEP 16 2011

September 14, 2011

GALVESTON COUNTY JUDGE

The Honorable Mark Henry
County Judge
County of Galveston
722 Moody, 2nd Floor
Galveston, TX 77550

RE. Approved 2012 Operating Budget

Dear Judge Henry:

Enclosed is a copy of Galveston Central Appraisal District's 2012 Operating Budget. The Board of Directors reviewed the proposed budget in a workshop and public hearing, and approved it at its regular meeting on September 13, 2011.

The first quarter allocation invoices will be mailed on November 1, 2011

As always, your support is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Wright".
Ken Wright
Chief Appraiser

KW:jw
Enclosure



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591
Telephone (409) 935-1980 or toll free (866) 277-4725
Fax (409) 935-4319

YEAR 2012

**APPROVED
OPERATING BUDGET**

January 1, 2012 to December 31, 2012

Ken Wright, Chief Appraiser
September 13, 2011

GALVESTON CENTRAL APPRAISAL DISTRICT			
2012 APPROVED OPERATING BUDGET			
		2011	2012
ACCOUNT #	NAME	APPROVED BUDGET	APPROVED BUDGET
10-410-4110	Salaries	1,978,727	1,990,688
10-410-4186	Chief Appraiser Expenses	1,500	1,500
10-410-4187	Benefits	1,152,863	943,458
10-410-4201	Office Supplies	25,000	25,000
10-410-4205	Postage/Freight	60,000	40,000
10-410-4230	Dues/Books/Subscriptions	16,000	16,000
10-410-4245	Education/Registration	6,500	6,500
10-410-4255	Travel/Auto Allowance	100,000	80,000
10-410-4260	Forms/Printing	40,000	30,000
10-410-4261	Legal News Notices	15,000	10,000
10-410-4265	Insurance	17,500	17,500
10-410-4270	Telephone/Communications	65,000	45,000
10-410-4285	General Office	26,500	26,500
10-410-4317	Professional Appraisal Services	194,250	194,250
10-410-4320	Mapping Services	31,000	20,000
10-410-4325	Computer Supplies	50,000	40,000
10-410-4332	Maintenance/Equipment	60,000	50,000
10-410-4407	Maintenance/Computer	128,000	105,000
10-410-4440	Office Space/Lease	295,000	217,624
10-410-4530	Capital Outlay	100,000	100,000
10-410-4550	Software Enhancement	3,500	3,500
10-420-4110	Appraisal Review Board Expenses	40,000	40,000
10-420-4130	Relocation Expenses	150,000	0
10-420-4135	Annual Audit	9,500	9,500
10-420-4140	Taxpayer Liaison Officer	6,000	6,000
10-420-4145	Contingency	25,000	25,000
10-420-4150	Legal Fees	200,000	200,000
	TOTALS	4,796,840	4,243,020
FINANCIAL METHOD			
	Taxing Unit Allocations	4,775,840	4,222,020
	Interest Earned	15,000	15,000
	Other Income	6,000	6,000
	TOTALS	4,796,840	4,243,020

GALVESTON CENTRAL APPRAISAL DISTRICT					
Salary and Benefit Schedule					
2011 EMPL	POSITION CLASSIFICATION	2011 APPROVED	2012 EMPL	2012 APPROVED	2012 BENEFITS
1	Chief Appraiser	113,300	1	113,300	37,836
1	Deputy Chief Appraiser	73,360	1	73,360	28,355
1	Deputy Chief Appraiser	60,215	1	60,215	25,234
4	Department Directors	202,705	3	160,170	70,841
1	Special Projects Co-Ordinator	42,432	1	43,432	21,250
1	Accountant	76,543	1	76,543	29,110
1	Accountant Trainee	35,000	1	35,000	19,248
1	Executive Assistant	37,595	1	38,595	17,709
16	Clerical	422,322	15	432,051	264,971
3	GIS Technicians	137,052	3	140,602	60,272
16	Appraisers	701,243	16	713,060	318,223
2	Deed Research Clerks	46,960	2	50,360	33,772
	Custodian		1	24,000	16,637
48	TOTAL	1,948,727	47	1,960,688	943,458
	Part-time	30,000		30,000	
	TOTAL SALARIES	1,978,727		1,990,688	
BENEFITS:					
	Retirement	293,823		315,475	
	Group Health Insurance	631,169		485,463	
	Long Term Disability	87,054		0	
	Texas Workforce Commission	15,249		14,938	
	Workers' Compensation	14,651		14,352	
	Medicare/FICA	110,917		113,230	
	TOTAL BENEFITS:	1,152,863		943,458	

GALVESTON CENTRAL APPRAISAL DISTRICT			
SUPPORTING SCHEDULE			
ACCOUNT#	NAME	2011 APPROVED BUDGET	2012 APPROVED BUDGET
10-410-4110	Salaries/Overtime	1,978,727	1,990,688
	\$30,000 is budgeted for part-time		
10-410-4186	Chief Appraiser Expenses	1,500	1,500
10-410-4187	Benefits	1,152,863	943,458
	Retirement		
	Group Health Insurance		
	Texas Employment Commission		
	Workers' Compensation		
	Medicare/FICA		
10-410-4201	Office Supplies	25,000	25,000
	Includes ARB Supplies		
10-410-4205	Postage/Freight	60,000	40,000
	Renditions and Exemptions		
	Notices of Appraised Value		
	Scheduling Letters		
	Letters of Determination		
	Regular Office Mail		
	Hugh Landrum & Assoc		
10-410-4230	Dues/Books/Subscriptions	16,000	16,000
	Aircraft Bluebook		
	Texas Licensing & Regulations		
	Comptroller of Public Accounts		
	Marshall & Swift		
	Texas Association of Appraisal Districts		
	Texas Association of Assessing Officers		
	Institute of C T A 'S		
	Texas School Assessors Association		
	Texas City-La Marque Chamber of Commerce		
	Houston/Galveston Area Council of Governments		

GALVESTON CENTRAL APPRAISAL DISTRICT			
SUPPORTING SCHEDULE			
ACCOUNT#	NAME	2011 APPROVED BUDGET	2012 APPROVED BUDGET
10-410-4245	Education/Registration	6,500	6,500
	Tyler Technologies		
	Texas Association of Appraisal Districts		
	Texas Association of Assessing Officers		
	International Association of Assessing Officers		
10-410-4255	Travel/Auto Allowance	100,000	80,000
	Appraisal District Personnel		
	Appraisal Review Board		
	Board of Directors		
	Chief Appraiser		
10-410-4260	Forms/Printing	40,000	30,000
	Appraisal Rolls and Notices		
	Appraisal Cards		
	Business Cards		
	Envelopes		
	Exemption Forms (Various)		
	Appraisal District Pamphlets		
	Stationery		
10-410-4261	Legal News Notices	15,000	10,000
	Galveston Daily News		
	Houston Chronicle		
	Galveston County Courthouse		
10-410-4265	Insurance	17,500	17,500
	Texas Municipal League (Liability, Property)		
10-410-4270	Telephone/Communications	65,000	45,000
10-410-4285	General Office	26,500	26,500
	A to Z Trophies		
	Wal-Mart		
	U-haul Storage Units		
	Janitorial Supplies		
	Uncle Bob's Storage Unit		
10-410-4317	Professional Appraisal Services	194,250	194,250
	Hugh Landrum & Assoc		

GALVESTON CENTRAL APPRAISAL DISTRICT SUPPORTING SCHEDULE			
ACCOUNT#	NAME	2011 APPROVED BUDGET	2012 APPROVED BUDGET
10-410-4320	Mapping Services	31,000	20,000
	Galveston County Clerk		
	ESRI		
10-410-4325	Computer Supplies	50,000	40,000
	Reliant Business Products		
10-410-4332	Maintenance/Equipment	60,000	50,000
	Pitney Bowes		
	Folding/Mailing Machine/Scales		
	GE Capital		
10-410-4407	Maintenance/Computer	128,000	105,000
	Computer Software Maintenance		
	Computer Hardware Maintenance		
	GIS Software Maintenance		
	GIS Hardware Maintenance		
10-410-4440	Office Space/Lease	295,000	217,624
10-410-4530	Capital Outlay	100,000	100,000
	Pictometry		
10-410-4550	Software Enhancement	3,500	3,500
10-420-4110	Appraisal Review Board Expenses	40,000	40,000
10-420-4130	Relocation Expenses	150,000	0
10-420-4135	Annual Audit	9,500	9,500
	Null-Lairson CPA		
10-420-4140	Taxpayer Liaison	6,000	6,000
10-420-4145	Contingency	25,000	25,000
10-420-4150	Legal Fees	200,000	200,000
	Greer Herz & Adams, L L P		
	McLeod, Alexander, Powell & Appfel, P C		

ALLOCATION

Jurisdiction	2010 Levy Amount	Percent	2011 Annual Amt.	2012 Annual Amt.	2012 Qtr Amount
Galveston ISD	50,960,103	9.2579	410,887.97	390,868.90	97,717.23
Dickinson ISD	36,246,689	6.5849	308,538.49	278,015.60	69,503.90
Friendswood ISD	27,796,352	5.0497	240,074.26	213,200.70	53,300.17
High Island ISD	939,742	0.1707	5,240.88	7,207.91	1,801.98
Hitchcock ISD	7,212,938	1.3104	63,001.37	55,323.93	13,830.98
La Marque ISD	17,487,061	3.1769	152,267.18	134,127.44	33,531.86
Clear Creek ISD	66,090,153	12.0065	580,202.91	506,917.84	126,729.46
Santa Fe ISD	14,122,053	2.5655	108,643.23	108,317.51	27,079.38
Texas City ISD	47,174,402	8.5701	442,794.85	361,832.21	90,458.05
City of Galveston	22,047,740	4.0054	179,238.08	169,108.29	42,277.07
City of Texas City	20,433,461	3.7121	197,061.13	156,726.62	39,181.65
City of La Marque	3,084,702	0.5604	27,522.29	23,659.96	5,914.99
City of Hitchcock	1,422,158	0.2584	12,406.52	10,908.09	2,727.02
City of Jamacia Beach	654,411	0.1189	5,755.30	5,019.40	1,254.85
City of Dickinson	3,209,636	0.5831	27,536.05	24,618.22	6,154.55
City of Friendswood	13,439,464	2.4415	117,807.66	103,081.98	25,770.50
City of Kemah	587,139	0.1067	5,600.12	4,503.41	1,125.85
City of League City	32,750,825	5.9498	287,795.47	251,201.98	62,800.50
City of Santa Fe	1,660,708	0.3017	13,817.41	12,737.79	3,184.45
Village of Tiki Island	627,293	0.1140	5,082.38	4,811.40	1,202.85
City of Bayou Vista	506,994	0.0921	4,467.84	3,888.69	972.17
Drainage District No. 1	1,348,871	0.2450	12,155.98	10,345.97	2,586.49
Drainage District No. 2	863,919	0.1569	7,758.88	6,626.34	1,656.59
Galv. City Consolidated Drainage	3,207,933	0.5828	27,640.93	24,605.16	6,151.29
Galveston College	8,747,055	1.5891	71,008.46	67,090.75	16,772.69
College of the Mainland	20,512,356	3.7265	178,388.36	157,331.75	39,332.94
Navigation District No. 1	1,293,934	0.2351	10,434.40	9,924.60	2,481.15
WCID No. 1	1,822,229	0.3310	16,202.89	13,976.67	3,494.17
WCID No. 8	418,782	0.0761	3,034.25	3,212.10	803.02
WCID No. 12	1,166,842	0.2120	8,313.22	8,949.79	2,237.45
WCID No. 19	54,355	0.0099	478.33	416.91	104.23
GC MUD No. 2	498,860	0.0906	4,413.64	3,826.30	956.58
GC MUD No. 3	336,899	0.0612	2,976.08	2,584.05	646.01
Bacliff MUD	648,926	0.1179	6,194.56	4,977.32	1,244.33
Bayview MUD	163,996	0.0298	1,423.66	1,257.87	314.47
San Leon MUD	900,391	0.1636	7,516.67	6,906.09	1,726.52
GC MUD No. 6	1,388,868	0.2523	11,991.05	10,652.75	2,663.19
Galv. City FWSD No. 6	714,685	0.1298	5,600.72	5,481.70	1,370.43
South Shore Harbour MUD No. 2	359,543	0.0653	4,290.84	2,757.73	689.43
GC MUD No. 12	444,981	0.0808	3,816.43	3,413.05	853.26
GC MUD No. 13	834,788	0.1517	7,412.42	6,402.90	1,600.73
GC MUD No. 14	1,456,360	0.2646	12,518.26	11,170.42	2,792.61
GC MUD No. 15	1,446,163	0.2627	12,876.27	11,092.21	2,773.05
South Shore Harbour MUD No. 6	719,931	0.1308	6,503.97	5,521.94	1,380.49
Tara Glen MUD	424,415	0.0771	3,750.35	3,255.30	813.83
Flamingo Isles MUD	417,320	0.0758	3,878.86	3,200.88	800.22
Bay Colony West MUD	678,063	0.1232	5,150.48	5,200.81	1,300.20
South Shore Harbour MUD No. 7	1,754,741	0.3188	15,856.38	13,459.03	3,364.76
GC MUD No. 29	296,704	0.0539	2,512.04	2,275.75	568.94
GC MUD No. 30	190,861	0.0347	1,626.98	1,463.92	365.98
GC MUD No. 31	294,674	0.0535	2,481.63	2,260.18	565.04
GC MUD No. 32	187,662	0.0341	1,599.89	1,439.39	359.85
GC MUD No. 39	1,711,702	0.3110	14,175.52	13,128.92	3,282.23
GC MUD No. 43	1,927,390	0.3501	16,225.29	14,783.27	3,695.82
GC MUD No. 44	340,194	0.0618	2,247.85	2,609.32	652.33
GC MUD No. 45	214,658	0.0390	1,941.11	1,646.45	411.61
GC MUD No. 46	753,097	0.1368	4,146.93	5,776.33	1,444.08
GC MUD No. 66	51,363	0.0093	436.84	393.96	98.49
GC MUD No. 68	164,989	0.0300	1,377.17	1,265.48	316.37
West Ranch Mgmt #1	579,163	0.1052	4,285.89	4,442.24	1,110.56
GC Mgmt #1	31,212	0.0057	118.62	239.40	59.85
County of Galveston	120,033,746	21.8064	1,049,043.89	920,670.40	230,167.60
County Road & Flood	1,741,561	0.3164	19,292.05	13,357.94	3,339.49
Emergency Serv. District No. 1	853,808	0.1551	7,000.59	6,548.79	1,637.20
TOTAL	550,452,014	100.0000	4,775,840.02	4,222,020.00	1,055,505.00
2012 GCAD APPROVED BUDGET					*X 4 Quarters
September 13, 2011	4,222,020				4,222,020

AGENDA

ITEM

#3

COUNTY JUDGES AND COMMISSIONERS
ASSOCIATION OF TEXAS

**COMMISSIONERS COURT ADVANCED CURRICULUM
TRANSCRIPT**

Name: Honorable Mark Henry

SSN: [REDACTED]

County: Galveston County

Term. - 12/31/2014

Office: Judge

Enrollment: 01/01/2011

Course ID	Course Title	Credits Earned	Date
<hr/>			
	Phase I	Required 16 00	Credits Earned to Date 16
<hr/>			
1 001	Governing Texas Counties	16	01/14/2011

Total Credits Earned: 16

CCAC Program Status			
	Required	Earned	Status
Phase I	16	16	Completed
Phase II	16	0	16 00 credits needed
Phase III	32	0	32 00 credits needed
	<hr/> 64	<hr/> 16	

JUDICIAL EDUCATION RECORD

Fiscal Year Reporting Period 9/1/2011 - 8/31/2012

Honorable Mark Henry
Judge
Galveston County
722 21st St
Galveston, TX 77550-2317
Phone (409) 766-2244
Fax

Id. [REDACTED]
Term 1/1/2011 - 12/31/2014

Date	Description	Earned Hours
1/25/2011	New Judges Orientation	30 00

Note: You must obtain 11.00 hours to meet your education requirement for the reporting period 08/31/2012.

Judicial Education Requirements

A judge who took office January 1, 2011 must have 41 00 hours of judicial education by August 31, 2012, which represents the required 30 hours for the first 12 months plus 1 33 hours per month until the end of the fiscal year (August 31, 2012)

Judicial Education Questions

If you have questions pertaining to your judicial education records, please contact Joyce Francis at 800-456-5974

Print Date 09/19/2011

TEXAS ASSOCIATION *of* COUNTIES

AGENDA ITEM

#4



HARVEY BAZAMAN

Donald Glywasky
Barry C. Willey
Myrna S. Reingold

**Galveston County
Legal Department**

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

RECEIVED
SEP 16 2011

GALVESTON COUNTY JUDGE
Galveston Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

September 16, 2011

Hon Mark Henry
Hon County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re Claim for Damages
Claimant Sam Mancuso
Date of Loss April 4, 2011
Amount: \$300 00

Gentlemen.

The facts underlying this claim are that on or about the above referenced date claimant's brick mailbox was damaged in a minor incident wherein a Galveston County Road and Bridge truck backed into it. The settlement amount represents the full amount of property damages

By copy hereof, I am forwarding the County Purchasing Agent the necessary paperwork to begin preparation of the check. Should you have any questions, please call

Sincerely,

A handwritten signature in cursive script that reads "Barry C. Willey".
Barry C Willey

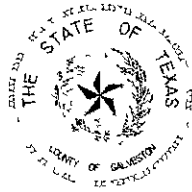
BCW/mfa

cc Mr Layne Harding, Road and Bridge Administrator

AGENDA

ITEM

#5



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as listed below and on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be disposed of or placed on the GovDeals website within 30 days after authorization is granted.

- 13 desk chairs
- 4 desks
- 3 broken desk portions
- 45 filing cabinets – 2 and 4 drawer
- 12 full size office desks
- 1 table
- 1 small credenza
- 3 small desks – 3 feet long
- 25 office chairs
- 1 couch

Photos of some of these items are attached for your review.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Galveston County, Texas

Fixed Asset Departmental Custody Report w/Improvements

As of 9/16/2011

<u>FAID</u>	<u>Description</u>	<u>PC/SC</u>	<u>Serial #/VIN</u>	<u>Make</u>	<u>Plate#</u>	<u>Year</u>	<u>Misc Info</u>	<u>Imprvmnts</u>	<u>Purch Amnt</u>	<u>FAID Total</u>
Department: 114000 County Clerk										
Location/Building: GALVESTON/MAIN COURTHOUSE 722 MOODY AVE										
000000008348	FILM PROCESSOR #3	TE/EQ	3916	KODAK		1990	DARK ROOM	0 00	15 527 00	15 527 00
Location/Building: GALVESTON/JC-COURTS 600 59TH STREET										
000000017278	ARCHIVE WRITER	TE/CH	K3923629	KODAK		1999	SUITE2001	0 00	37 600 00	37 600 00
000000008275	FILM PROCESSOR #2	TE/EQ	3651	KODAK		1989	SUITE 2001	0 00	13 000 00	13 000 00
DEPARTMENT TOTAL:									66,127 00	66,127.00

Galveston County, Texas

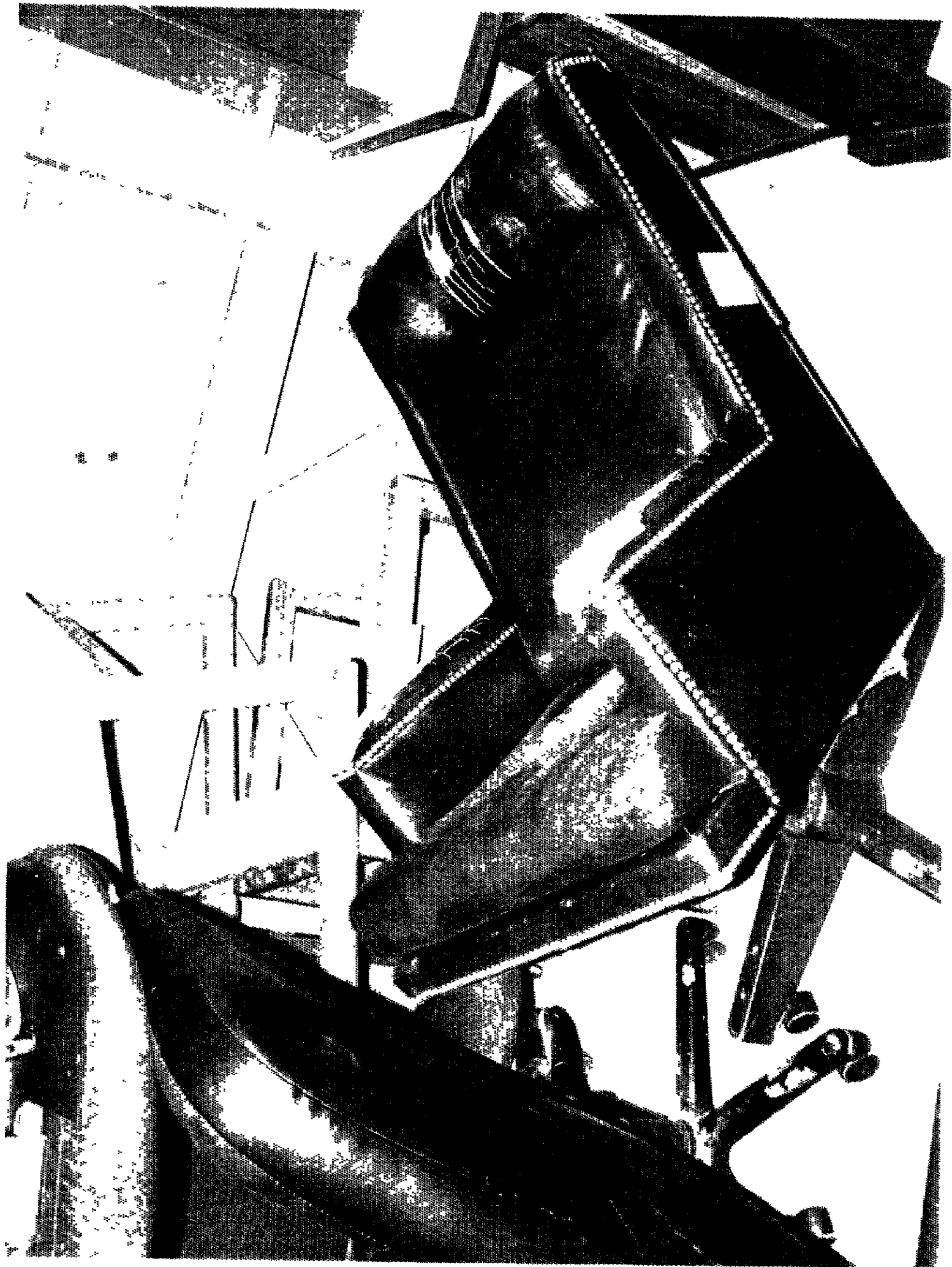
Fixed Asset Departmental Custody Report w/Improvements

As of 9/16/2011

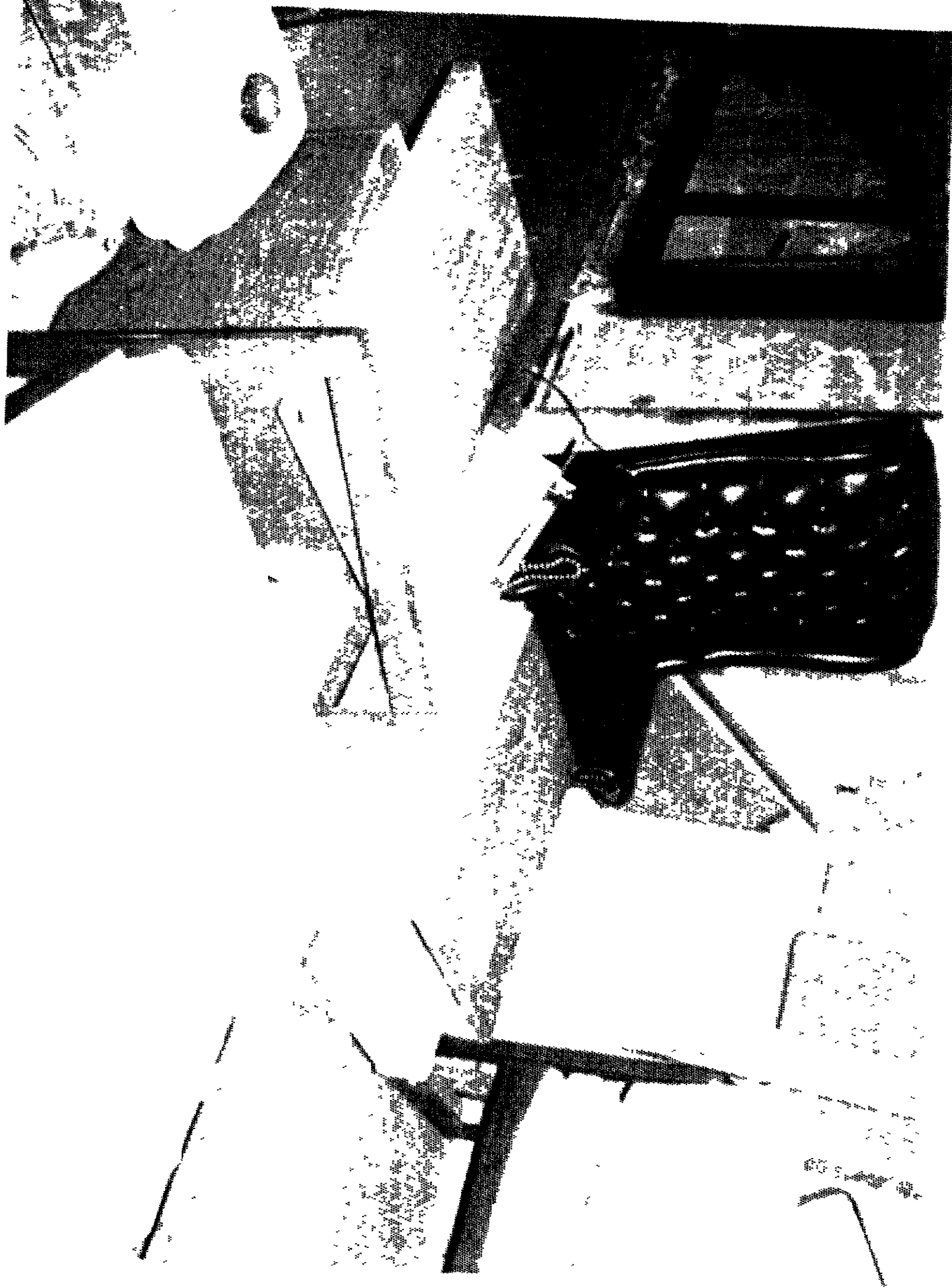
FAID	Description	PC/SC	Serial#/VIN	Make	Plate#	Year	Misc Info	Imprmnts	Purch Amnt	FAID Total
Department 172111 Fleet Mgmt - Galveston										
Location/Building: GALVESTON/										
000000029349	4 DOOR SEDAN	VH/FS	2FAFP71W47X135470	FORD		2007	UNIT C0715	0 00	20,955 00	20,955 00
000000026729	VAN	VH/MV	1FBSS31L9YHB83722	FORD		2000	UNIT C4003	0 00	21,829 00	21,829 00
000000026947	VAN	VH/MV	1FBSS31L63HA56189	FORD		2003	UNIT 4303	0 00	22,840 51	22,840 51
000000027134	POLICE PACKAGE SEDAN	VH/PS	2FAFP71W55X135328	FORD		2005	UNIT C4007	0 00	19,870 00	19,870 00
00000021514	POLICE INTERCETOR	VH/PS	2FAFP71W05X150239	FORD		2005	UNIT 3523	0 00	21,000 00	21,000 00
DEPARTMENT TOTAL:									106,494 51	106,494,51

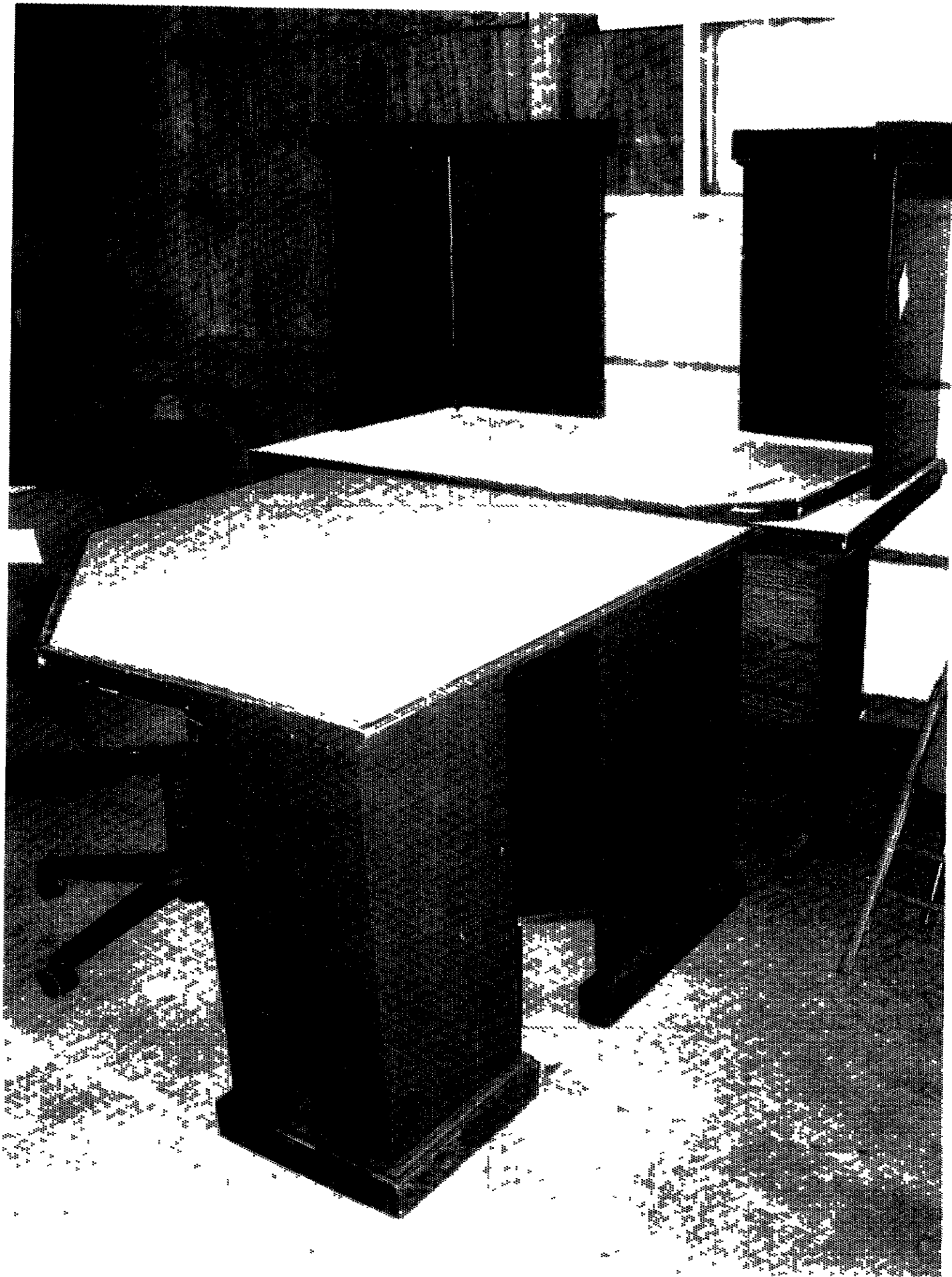
Galveston County, Texas
Fixed Asset Departmental Custody Report w/Improvements
 As of 9/16/2011

<u>FAID</u>	<u>Description</u>	<u>PC/SC</u>	<u>Serial #/VIN</u>	<u>Make</u>	<u>Plate#</u>	<u>Year</u>	<u>Misc Info</u>	<u>Imprvmnts</u>	<u>Purch Amnt</u>	<u>FAID Total</u>
Department: 312110 Administration										
Location/Building: DICKINSON/ROAD & BRIDGE 5115 HWY 3										
000000001556	TRUCK	VH/FP	1FTJW35F3AEB36876	FORD		1997	UNIT 203	0.00	23,465.25	23,465.25
DEPARTMENT TOTAL									23,465.25	23,465.25



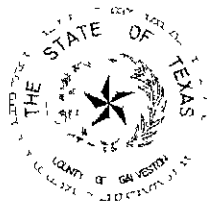






AGENDA ITEM

#6



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASSISTANT PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Office Depot Rebate Checks

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement in the U.S. Communities Government Purchasing Alliance, the following check totaling \$2,029.14 has been forwarded to the County Treasurer for deposit into the general fund:

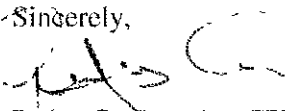
This check represents the customer rebate monies due to the County based on a NACO incentive of 2% of e-commerce volume buying related activity through Office Depot for the specified periods as outlined below:

	Sales Period	Amount
Office Depot check #1934736	06/01/10 thru 12/31/10	\$2,029.14
	Total	\$2,029.14

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Copies of the checks and calculation spreadsheets are attached for your review.

Sincerely,


Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

/dam
attachments

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK

**Office
DEPOT**

130521

6600 North Military Trail
Boca Raton, FL 33496

WACHOVIA BANK, N.A.
Pensacola FL 32534

63-1012
632

NO. 1934736

Date 08/10/2011
MM/DD/YYYY

Amount

\$ *****2,029 14

US DOLLARS

Void if not cashed
within six months

Pay TWO THOUSAND TWENTY-NINE AND 14/100 DOLLARS

Pay
To

COUNTY OF GALVESTON
PO BOX 1418
GALVESTON, TX 77553


Authorized Signature

⑈1934736⑈ ⑆063210125⑆2079900581852⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. DO NOT CASH IF SECURITY FEATURES NOTED ON BACK ARE NOT PRESENT

US EXPENSE

6600 North Military Trail
Boca Raton, FL 33496

Check Payment NBR 1934736

Date: 08/10/2011

Invoice Number	Description	Date	Voucher ID	Gross Amount	Discount	Paid Amount
SPRB1108050928	USC 0610 - 1210 PRORATED	08/05/11		2,029 14	0 00	2,029 14
Total				2,029 14	0 00	2,029 14

All correspondence should include Invoice #

U.S. Communities Incentive Rebate for 06/01/10 to 12/31/10

Cust#	Business Name	Source	06/01/10 to 12/31/10 Sales	Volume	E-Comm	E-Com%
88088703	COUNTY OF GALVESTON	JBSD	191,336.36		1,913.36	
		Jmillenia	786.86		7.87	
		Noncode Green Screen	10,689.49		106.89	
		Procard	101.33		1.01	
88088703	Total		202,914.04		2,029.14	

AGENDA

ITEM

#7



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Purchasing FY2012 Budget

Gentlemen,

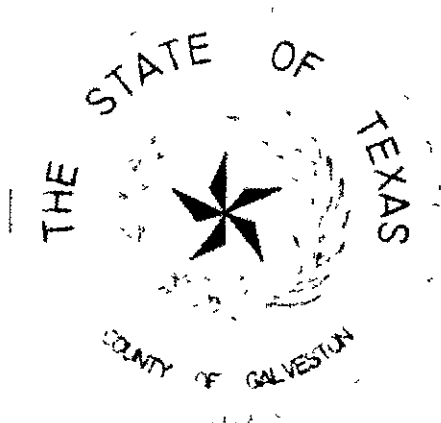
On July 28, 2011, the Purchasing Board met and approved the Galveston County Purchasing Agent's FY2012 budget.

Please find attached the signed memo from the Purchasing Board approving the FY 2012 Purchasing Agent budget.

Respectfully submitted,

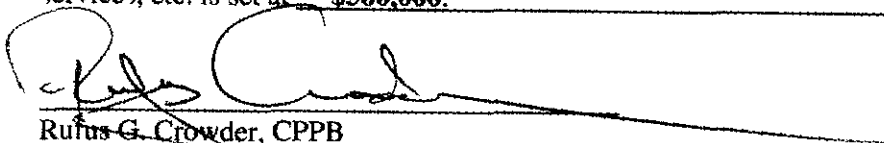
A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a faint, circular official stamp.

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

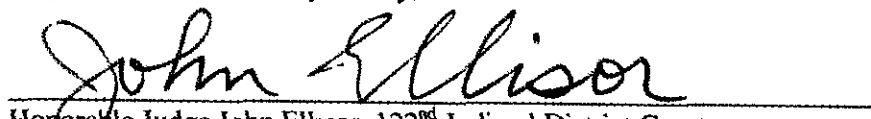


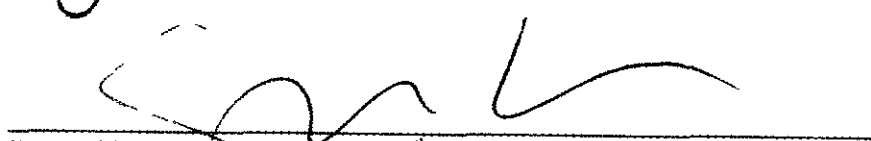
Pursuant to L.G.C. 262.011 at a meeting called July 28, 2011 for the purpose of reviewing and approving the budget of the Purchasing Agent of Galveston County for the fiscal year beginning October 1, 2011 and ending September 30, 2012, the following action was approved:

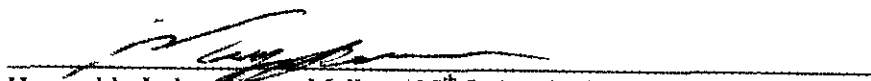
That the fiscal year 2012 budget for the Galveston County Purchasing Agent including salaries, supplies, services, etc. is set at \$560,000.


Rufus G. Crowder, CPPB
Galveston County Purchasing Agent


Approved this the 28th day of July, 2011


Honorable Judge John Ellisor, 122nd Judicial District Court


Honorable Judge Susan Criss, 212th Judicial District Court


Honorable Judge Wayne Mallia, 405th Judicial District Court


Honorable Judge Mark Henry, County Judge

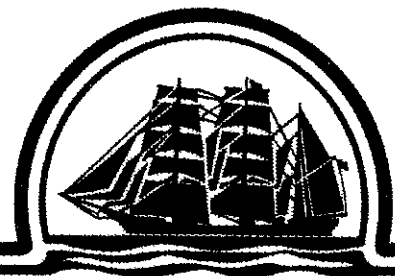

Honorable Commissioner Steven Holmes, Precinct 3

AGENDA

ITEM

#8

City of Galveston



Office of the City Secretary

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3510 / Fax (409) 797-3511

RECEIVED
SEP 16 2011

September 13, 2011

GALVESTON COUNTY JUDGE

County of Galveston
600 59th Street
Galveston, Texas 77551

RE: Resolution No 11-050

Good Day

Please find enclosed one certified copy of Resolution No 11-050 requesting the Texas Department of Transportation to undertake the steps necessary to expeditiously implement the recommendations and findings of its own FM 3005 drainage study report, Urging the Texas Department of Transportation to elevate FM 3005 so as to permit for a more systematic and orderly evacuation

Should you have any questions or if I may be of further assistance please contact our office at 409-797-3510

Sincerely,

Douglas Godinich
City Secretary

Dg/rd

Enclosure

RESOLUTION NO 11-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, REQUESTING THE TEXAS DEPARTMENT OF TRANSPORTATION TO UNDERTAKE THE STEPS NECESSARY TO EXPEDITIOUSLY IMPLEMENT THE RECOMMENDATIONS AND FINDINGS OF ITS OWN FM 3005 DRAINAGE STUDY REPORT; URGING THE TEXAS DEPARTMENT OF TRANSPORTATION TO ELEVATE FM 3005 SO AS TO PERMIT FOR A MORE SYSTEMATIC AND ORDERLY EVACUATION, DIRECTING THE CITY SECRETARY TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE TEXAS DEPARTMENT OF TRANSPORTATION, THE COUNTY OF GALVESTON, THE CITY OF JAMAICA BEACH, AND THE WEST GALVESTON ISLAND PROPERTY OWNERS ASSOCIATION, PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the upper Texas coast has been impacted by 68 distinct tropical storms and hurricanes since record keeping began in 1854, and

WHEREAS, according to the National Hurricane Center, Galveston County has experienced more landfalls (21) of Tropical Storms and Hurricanes than any other county on the 367 mile Texas coast and is second only to Plaquemines Parish (25) which is located in the State of Louisiana since 1900; and

WHEREAS, the landfall of Hurricane Ike on Galveston Island September 13, 2008, generated a storm surge that caused FM 3005 to be impassable 24 hours prior to landfall, and

WHEREAS, FM 3005 is a State of Texas, Department of Transportation roadway that serves as the only evacuation route for all of Galveston Island west of 61st Street including 39 communities and the incorporated City of Jamaica Beach, and

WHEREAS, the assessed property values as determined by the Galveston Central Appraisal District for properties located west of the Seawall comprise 43% of the total City of Galveston pre-Ike property values and 35% of the value post-Ike, and

WHEREAS, the Texas Department of Transportation commissioned an engineering study (TxDot contract No 12-245P5024) completed in 2003 entitled, "Drainage Study Report-FM 3005 From San Luis Pass to the Galveston Island Seawall", and

WHEREAS, this study identifies approximately 8.53 miles of FM 3005 that require elevation to protect against a ten (10) year storm event which is a minimal tropical storm/hurricane event, and

WHEREAS, the Texas Department of Transportation study also identified thirty-eight (38) outfall ditch and cross-culvert locations with recommended improvements and budgetary cost estimates in 2003 dollars, and

WHEREAS, in order to help protect the health and safety of all inhabitants and property owners of property located west of 61st Street on Galveston Island, the City Council of the City of Galveston is of the opinion that it is essential that FM 3005 be elevated so as to permit for a more systematic and orderly evacuation in time of need,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes

SECTION 2. The City Council of the City of Galveston hereby requests that the Texas Department of Transportation undertake the steps necessary to expeditiously implement the recommendations and findings of its own FM 3005 Drainage Study Report.

SECTION 3. The City Council of the City of Galveston hereby urges the Texas Department of Transportation to elevate FM 3005 so as to permit for a more systematic and orderly evacuation

SECTION 4 The City Council of the City of Galveston hereby directs the City Secretary to send certified copies of this Resolution to the Texas Department of Transportation, the County of Galveston, the City of Jamaica Beach, and the West Galveston Island Property Owners Association


SECTION 5 This Resolution shall be and become effective from and after its adoption

APPROVED AS TO FORM


SUSIE GREEN
CITY ATTORNEY

I, Douglas Godinich, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 8th day of September, 2011, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 13th day of September, 2011.


Secretary for the City Council
of the City of Galveston



West Galveston Island Property Owners Association

4210 Silver Reef PBW#1, Galveston, TX 77554

TEL: 409-737-5768 FAX: 409-737-5951

Email: mohn@msn.com

On this the 20rd day of August, 2011, the **Board of Directors of the West Galveston Island Property Owners Association in the City of Galveston, Texas**, convened in a regularly scheduled meeting when the following proceedings, among others, were had, to-wit

Whereas, the upper Texas coast has been impacted by 68 distinct tropical storms and hurricanes since record keeping began in 1854; and

Whereas, according to the National Hurricane Center, **Galveston County** has experienced more landfalls (21) of Tropical Storms and Hurricanes than any other county on the 367 mile Texas coast and is second only to Plaquemines Parish (25) which is located in the State of Louisiana since 1900; and

Whereas, the landfall of Hurricane Ike on Galveston Island September 13, 2008 generated a storm surge that caused **FM 3005** to be impassable 24 hours prior to landfall; and

Whereas, **FM 3005** is a **State of Texas, Department of Transportation** roadway that serves as the only evacuation route for all of **Galveston Island** west of 61st Street including 39 communities and the incorporated **City of Jamaica Beach**; and

Whereas, the assessed property values as determined by the **Galveston Central Appraisal District** for properties located west of the seawall comprise 43% of the total **City of Galveston** pre-Ike property values and 35% of the value post-Ike; and

Whereas, the **Texas Department of Transportation** commissioned an engineering study (TxDot contract No 12-245P5024) completed in 2003 entitled, "**Drainage Study Report- FM 3005 From San Luis Pass to the Galveston Island Seawall**"; and

Whereas, this study identifies approximately 8.52 miles of **FM 3005** that require elevation to protect against a ten (10) year storm event which is a minimal tropical storm/hurricane event; and

Whereas the **TxDot** study also identified thirty-eight (38) outfall ditch and cross-culvert locations with recommended improvements and budgetary cost estimates in 2004 dollars. and

Whereas, in order to help protect the health and safety of all inhabitants and property owners of property located west of 61st street on **Galveston Island**, the **West Galveston Island Property Owners Association** is of the opinion that it is essential that **FM 3005** be elevated so as to permit for a more systematic and orderly evacuation in time of need

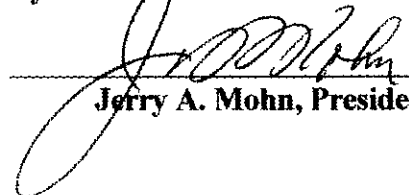
Now, Therefore Be it Resolved, that the **West Galveston Island Property Owners Association**; in light of the previously established facts regarding **FM 3005**, issues this Resolution requesting the **Texas Department of Transportation** undertake the steps necessary to expeditiously implement the recommendations and findings of its own **FM 3005 Drainage Study Report**

Be Further Resolved that a copy of this Resolution is furnished to the **Texas Department of Transportation**, the **City of Galveston**, **Galveston County**, and the **City of Jamaica Beach**.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 20th day of August, 2011.

Attest:

By: West Galveston Island Property Owners Association



Jerry A. Mohn, President

THE CITY OF JAMAICA BEACH

On this the 12th day of September, 2011, the **City Council of the City of Jamaica Beach, Texas**, convened in a regularly scheduled meeting when the following proceedings, among others, were had, to-wit

Whereas, the upper Texas coast has been impacted by 68 distinct tropical storms and hurricanes since record keeping began in 1854, and

Whereas, according to the National Hurricane Center, **Galveston County** has experienced more landfalls (21) of Tropical Storms and Hurricanes than any other county on the 367 mile Texas coast and is second only to Plaquemines Parish (25) which is located in the State of Louisiana since 1900, and

Whereas, the landfall of Hurricane Ike on Galveston Island September 13, 2008 generated a storm surge that caused **FM 3005** to be impassable 24 hours prior to landfall; and

Whereas, **FM 3005** is a **State of Texas, Department of Transportation** roadway that serves as the only evacuation route for all of **Galveston Island** west of 61st Street including 39 communities and the incorporated **City of Jamaica Beach**; and

Whereas, the assessed property values as determined by the **Galveston Central Appraisal District** for properties located west of the seawall comprise 43% of the total **City of Galveston** pre-Ike property values and 35% of the value post-Ike, and

Whereas, the **Texas Department of Transportation** commissioned an engineering study (TxDot contract No 12-245P5024) completed in 2003 entitled, "**Drainage Study Report- FM 3005 From San Luis Pass to the Galveston Island Seawall**"; and

Whereas, this study identifies approximately 8.52 miles of **FM 3005** that require elevation to protect against a ten (10) year storm event which is a minimal tropical storm/hurricane event, and

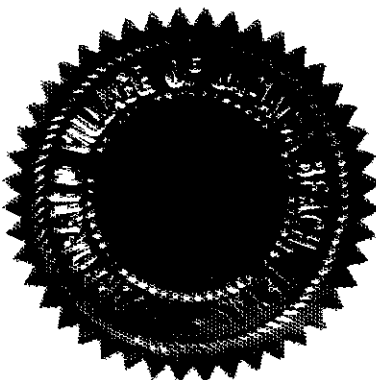
Whereas the **TxDot** study also identified thirty-eight (38) outfall ditch and cross-culvert locations with recommended improvements and budgetary cost estimates in 2004 dollars, and

Whereas, in order to help protect the health and safety of all inhabitants and property owners of property located west of 61st street on **Galveston Island**, the **City Council** is of the opinion that it is essential that **FM 3005** be elevated so as to permit for a more systematic and orderly evacuation in time of need

Now, Therefore Be It Resolved, that the **City Council**; in light of the previously established facts regarding **FM 3005**, issues this Resolution requesting the **Texas Department of Transportation** undertake the steps necessary to expeditiously implement the recommendations and findings of its own **FM 3005 Drainage Study Report**.

Be Further Resolved that a copy of this Resolution is furnished to the **Texas Department of Transportation**, the **City of Galveston**, **Galveston County**, and the **City of Jamaica Beach**.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 12th day of September, 2011



A handwritten signature in black ink, appearing to read "V. Pierson", is written over a horizontal line.

Victor Pierson, Mayor

Attest:

A handwritten signature in black ink, appearing to read "Lupe Rushing", is written over a horizontal line.

Lupe Rushing, City Secretary

AGENDA

ITEM

#9



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

April 26, 2011

Mr. Lanny Brown, Director
Community Services Division
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550

Re: FY 2012 Contract Renewal 530-06-0007-00001

Dear Mr. Brown

Enclosed you will find the Interlocal Agreement for Funding of DFPS Staff for Galveston County. Also enclosed you will find the FY 2012 Budget, Form 2031 Signature Authority Designation and Form 4733GOV Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust

I would appreciate it if you would assist me in obtaining the necessary signatures on these documents and then return them to me at which point I will obtain our Director's signature on the contract. I will then forward you the fully executed documents.

Thank you for your help. If you have any questions, please call me at 713-394-4100.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lindy Levitt".

Lindy Levitt
Regional Operations Support Administrator
2525 Murworth
Houston, Texas 77054
713-394-4100

Interlocal Agreement for Funding of DFPS Staff

Contractor Name: Galveston County
Contract #: 530-06-0007-00001

The Texas Department of Family and Protective Services (the Department), and Galveston County (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

1. Contracting Parties:

Texas Department of Family and Protective Services (DFPS or the Department)

Contact Person: Lindy Levit
2525 Murworth
Houston, Texas 77054
Lindy.Levit@DFPS.State.Tx.Us
713-394-4100

Galveston County

Contact Person: Mr. Lanny Brown, Director
Community Services Division
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550
Lanny.Brown@CO.Galveston.Tx.Us
409 - 770-5545

- 2 Statement Of Services To Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I. Staff funded by this Contract will be in addition to basic staffing allocations for Galveston County. As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures.

- 3. Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to \$91,977.00 in local funds or in state funds not from the Department. Contractor shall submit its payments of the Contract Amount in four quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule. DFPS will transmit billing information representing its actual costs to the Contractor as follows:

- A) First Federal Quarter of October, November, December will be billed by February 28, 2012
- B) Second Federal Quarter of January, February, March will be billed by May 31, 2012

Interlocal Agreement for Funding of DFPS Staff

C) Third Federal Quarter of April, May, June will be billed by August 31, 2012

D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2012.

4. **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly
5. **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I, and may do so out of any funds it has available, including federal funds, state funds, or other funds.
6. **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the Contractor.
7. **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party.
8. **DFPS Confidential Information.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS. Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.
 - A) Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations.
 - B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.
9. **Term of this Contract.** The term of the Agreement is from October 1, 2011 through September 30, 2012.
10. **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute must be addressed to the contact person noted in Section 1 of this Contract.
11. **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of

**Interlocal Agreement
for Funding of DFPS Staff**

the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract.

**Texas Department of Family
and Protective Services**

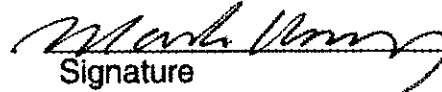
Contractor: Galveston County

Signature

Printed Name: Scott Dixon

Title: Regional Director

Date: _____



Signature

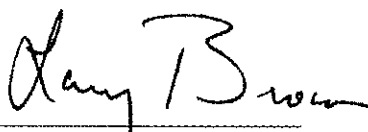
Printed Name: The Honorable Mark Henry

Title: County Judge

September 13, 2011

Date: _____

No PAGE: 4 of 5 or 5 of 5.



Lanny Brown

Attachment "1"

**Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)
FY 2012**

Program Area: CPS - Region 6

Revised for one Legal Liaison position only

West, Trisha	Legal Liaison		Baseline	68.329%	
		FTEs	Cost/FTE	Dollars	County
Salary					
	Staff Salary	1	\$39,200	\$39,200	\$26,785
	Longevity	1	\$720	\$720	\$492
	Benefit Replacement	0	\$1,027	\$0	\$0
Total Salaries				\$39,920	\$27,277
Fringe	27.86%			\$11,122	\$7,600
Travel		1	\$3,224	\$3,224	\$2,203
Overhead		1	\$841	\$841	\$575
Cost Pool		1	\$6,198	\$6,198	\$4,235
Furniture		0	\$0	\$0	\$0
Central Fund		1	\$168	\$168	\$115
IT Set-Up					
	Desktop - Ongoing	0	\$2,237	\$0	\$0
	Notebook- Ongoing	0	\$3,084	\$0	\$0
	Tablet PC* - Ongoing	1	\$3,422	\$3,422	\$2,338
Total IT Set-Up				\$3,422	\$2,338
(insert count of staff for each category)					
*Eligible staff for tablet PCs include CPS investigation workers, FBSS workers, CVS workers					
Tele Com Set-Up					
	Ongoing	1	\$857	\$857	\$586
Other (Specify):					
	Cell Phone Agency Issued	1	\$600	\$600	\$410
	Investigator Stipend	0	\$5,000	\$0	\$0
	Digital Camera for non-tablet PC users	0	\$130	\$0	\$0
	Transcription				
	Services	0	\$247	\$0	\$0
				\$600	\$410
Total				\$66,352	\$45,339

MOF	
Total	\$66,352
County Pay (68.329%)	\$45,339
Federal Match (PRS - 31.671%)	\$21,013
Total	\$66,352

68.329% Participation Rate

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor Galveston County

The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS

☐ Document attached (e g., from the contractor's governing body)

☒ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Lanny Brown

Printed Name

Lanny Brown

Signature of Authorized Representative

Director Community Services Division

Title of Authorized Representative

September 14, 2011

Date

Galveston County

Legal Name of Contractor/Potential Contractor

530-06-0007-00001

Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual

Certifications (Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.
4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

B. Drug-Free Workplace Certification. Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about --
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);
- 4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications (Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --


a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7) Making a good faith effort to continue to maintain a drug-free workplace.

C. Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm Code Sec. 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

The Honorable Mark Henry	
Printed Name of Authorized Representative	Signature of Authorized Representative
County Judge	September 13, 2011
Title of Authorized Representative	Date
Galveston County	530-06-0007-0001
Legal Name of Potential Contractor	Procurement or Contract Number

AGENDA

ITEM

#10



COUNTY OF GALVESTON

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

Whereas, Galveston County will greatly miss the dedicated service and expertise of **John Lee, Jr.**, the County's **Natural Resources Coordinator** who has, after 33 years of loyal and dedicated service to the people of Galveston County, announced his retirement, effective September 30, 2011, and

Whereas, **John** began his distinguished career with the County on May 19, 1978 During his tenure with the County, he dedicated his professional life toward unselfishly serving its' citizens and taxpayers Indeed, **John's** unbridled passion for Coastal issues led him to becoming very active in organizations and committees whose objectives were to find ways to enhance coastal living and protect resources **John** has served on the Board of Directors for the American Shore and Beach Preservation Association (ASBPA), the Texas Chapter of the ASBPA, as a Vice-President of the Texas Chapter of the ASBPA, and as an officer in the Galveston County Beach Erosion Task Force and in so doing has continually contributed his thoughtful efforts towards maintaining coastal resources and enhancing quality of life along the Texas Gulf Coast, and

Whereas, **John** has always unselfishly assisted others with their duties and responsibilities He has spent many days and nights during EOC activations performing integral and critical work in preparing for, responding to, and recovering from storms and assisting in the protection of life and property Following **Hurricane Ike**, **John** tirelessly and successfully performed innumerable tasks, including the vital function of co-directing the management of debris removal operations that removed over three million cubic yards of storm related debris from unincorporated areas of the County; and

Whereas, **John's** knowledge, skill, integrity, and dedication have been demonstrated on a daily basis for the over thirty-three years he worked for Galveston County **John's** friendly attitude, pleasant disposition, exhaustive knowledge, and diligent work-ethics have been well recognized and appreciated by countless individuals from both the public and private sector who have had the pleasure of working with **John**, and

Whereas, **John's** retirement will leave a void in the hearts of the people he has worked with for so long and so well A man of his integrity, wisdom, and commitment to public service is rare indeed. The people of Galveston County and our great State of Texas will miss their trusted, devoted and loyal friend It is indeed appropriate to publicly honor **John** and recognize his many contributions to his fellow Texans, and

Whereas, the Commissioners' Court of Galveston County, Texas wishes to express its appreciation to **John Lee, Jr.** for his long, loyal, and invaluable service to Galveston County and to wish him luck in all of his future endeavors

Now, Therefore Be it Resolved, that the Commissioners' Court of Galveston County, Texas issues this Resolution of Appreciation to **John Lee, Jr.** in gratitude for his many years of faithful and unselfish dedication and devotion to all citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 27th day of September, 2011

Attest


Dwight D. Sullivan, County Clerk


Patrick F. Doyle, Comm., Pct. #1


Kevin D. O'Brien, Comm., Pct. #2




County of Galveston, Texas

By:


Mark Henry, County Judge


Stephen D. Holmes, Comm., Pct #3


Kenneth Clark, Comm., Pct #4



COUNTY OF GALVESTON

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

Whereas, on September 30, 2011, one of Galveston County's most dedicated, beloved and devoted employees, Evelyn Markides will retire from her position with the Galveston County Department of Parks and Senior Services, and

Whereas, Evelyn began her distinguished career with Senior Citizens in March of 1995 as an Accountant II. Since her first day of employment Evelyn was an invaluable asset to the Senior Citizens Program, always showing herself to be a devoted and compassionate individual with a flair for efficiency and organization. She was charged with assuring the complex details associated with the performance of the accounting side of Senior Citizens and ensuring that all funds were properly accounted for, a task requiring keen attention to detail. Due to the continued excellence of her performance, she was promoted in October of 1995 to Accountant III, in October of 1999 to Accountant IV and in October of 2006 to Senior Services Manager, a position she has held for five years, and

Whereas, Evelyn's knowledge, skill, integrity, and dedication to duty were demonstrated on a daily basis for the almost sixteen years she worked for the Senior Citizens Program. Her friendly attitude and skilful manners were well recognized and appreciated by those who have had the pleasure of coming in contact with her. Without the conscientious, capable and work of Evelyn Markides, the operations of the Senior Citizens' Program would have been severely hampered. Things just went smoothly when Evelyn was in charge, and

Whereas, Evelyn's retirement will leave a void in the hearts of the people she had worked with for so long and so well. She will be sorely missed by all those who have had the privilege and honor of working with her, and

Whereas, the Commissioners' Court of Galveston County, Texas wishes to express its appreciation to Evelyn Markides for her long and faithful service to the County and wishes her luck in her future endeavors

Now, Therefore Be It Resolved, that the Commissioners' Court of Galveston County, Texas issues this Resolution of Appreciation to Evelyn Markides in thanks for her many years of faithful and unselfish dedication and devotion to all citizens of Galveston County

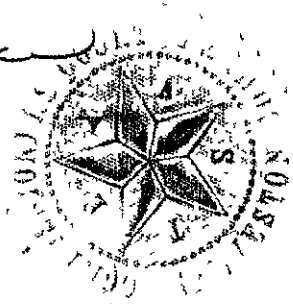
Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 27th day of September, 2011

Attest,


Dwight D. Sullivan, County Clerk


Patrick F. Doyle, Comm., Pct. #1

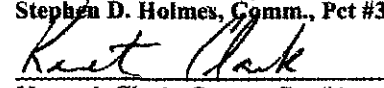

Kevin D. O'Brien, Comm., Pct. #2



County of Galveston, Texas

By: 
Mark Henry, County Judge


Stephen D. Holmes, Comm., Pct #3


Kenneth Clark, Comm., Pct #4



COUNTY OF GALVESTON

On this the 27th day of September, 2011, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge,
Patrick F. Doyle, Commissioner, Precinct No. 1,
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

Whereas, his noble way of life, his friendly and giving nature to his many co-workers, friends, neighbors and the public, his unflinching zest for his many and assigned chosen tasks, his outgoing personality and his unfaltering recognition of the many responsibilities that are his to his career are attributes that only partially describe our friend, **Freeman D. Mendell, Chief of Staff of the County Judge's Office;** and

Whereas, effective September 30, 2011, after seventeen (17) years of dedicated public service to the County, **Freeman** has, to the sorrow of us all, announced his retirement. During his tenure with the **County Auditor, Information Technology** and the **County Judge's Offices** he was admired and respected by all, particularly his superiors, co-workers and those members of the public with whom he interacted on a daily basis. As a direct result of **Freeman's** stewardship and yeoman-like efforts, those who sought his advice and opinion, particularly on information technology issues, today have a well deserved reputation for being better more computer literate and capable of adequately performing their jobs, and

Whereas, since his first day of employment, **Freeman** performed his many and various duties in a professional and efficient manner, be it monitoring the potential negative effects that could have been caused by Y2K to being intimately involved in construction and land acquisition matters. During his many years with the County, regardless of the task at hand, he placed service to the public before his personal desires. He was always available to assist other people whenever needed, especially those who needed assistance in learning the many intricacies of their job requirements. He served as a model of efficiency for all public servants of the County, and

Whereas, **Freeman** enjoys the respect and admiration of those who know and work with him. His sheer delight in serving the public serves as a beacon to others. His honesty and integrity are above reproach. If our country had more individuals with his vision, compassion, tolerance and giving nature, we would have a much better world in which to live, and

Whereas, while the people of Galveston County understand that all great leaders must move on, we also note **Freeman's** retirement with a corresponding measure of sadness; a man of his integrity, wisdom, and commitment to his profession and to public service is rare indeed. The people of Galveston County and our great State of Texas will miss working with their trusted, devoted and loyal friend. But, we are optimistic that he will continue to visit our community regularly to visit his many friends.

Now, Therefore, Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** hereby commends **Freeman D. Mendell** for his many years of outstanding service to the people of the State of Texas and extends its best wishes for all his future endeavors.

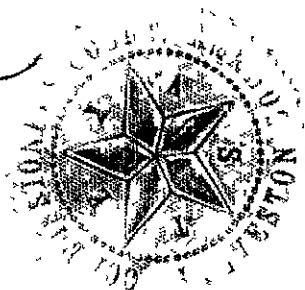
Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this 27th day of September, 2011.

Attest:


Dwight D. Sullivan, County Clerk


Patrick F. Doyle, Comm., Pct. #1



Kevin D. O'Brien, Comm., Pct. #2



County of Galveston, Texas

By 
Mark Henry, County Judge


Stephen D. Holmes, Comm., Pct. #3


Kenneth Clark, Comm., Pct. #4

AGENDA

ITEM

#11a



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-3284
www.galcotax.com



RECEIVED
SEP 19 2011

August 5, 2011

GALVESTON COUNTY JUDGE

Mark Henry, Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re CLERICAL ERROR
Request for P & I Waiver
5577-0000-0504-000
Nella Margaret Gambrell

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the above referenced account for tax year 2009, due to a clerical error

The property owner submitted the payment in a timely manner however the check was posted to another account and has supplied evidence of submitting the payment in June 2010

Amount of waiver requested
\$167 76 2009

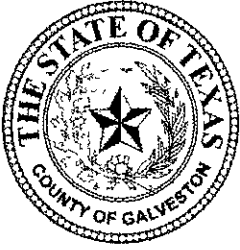
Sincerely,

Cheryl E. Johnson
Cheryl E Johnson

AGENDA

ITEM

#11b



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.gakotax.com



RECEIVED
SEP 19 2011

September 13, 2011

GALVESTON COUNTY JUDGE

Judge Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Clerical Error Waiver
2655-0089-0034-000
Blankenship, Bobby

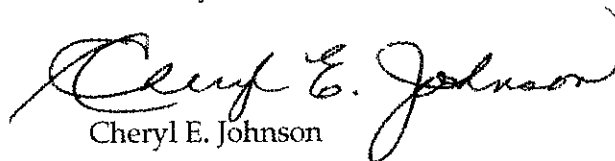
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below.

While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, the Central Appraisal District acknowledges the fact that this error was a contributing factor toward delinquent taxes associated with property

<u>Account Numbers</u>	<u>Year</u>	<u>Refund/Waiver</u>
2655-0089-0034-000	2010	\$111.58

Sincerely,


Cheryl E. Johnson

AGENDA

ITEM

#11c



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com



September 19, 2011

Mark Henry, Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Clerical Error Waiver & Refund
6513-0000-2420-005
Milton & Leslie Howard

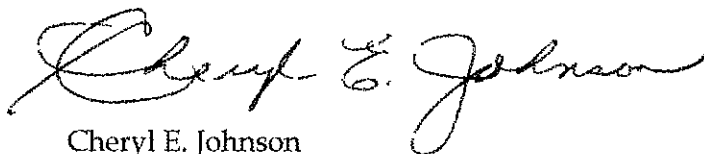
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, fees on the above referenced tax account, as listed below

While the Tax Code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, the Central Appraisal District acknowledges the fact that this error was a contributing factor toward delinquent taxes associated with property

<u>Account Numbers</u>	<u>Year</u>	<u>Refund/Waiver</u>
6513-0000-2420-005	2010	\$ 15.78r / 6 56w

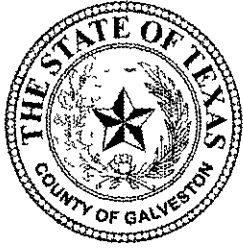
Sincerely,


Cheryl E. Johnson

AGENDA

ITEM

#11d



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

722 Moody Avenue, Galveston, Texas 77550
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-766-2284
www.galcotax.com



September 19, 2011

Mark Henry, Galveston County Judge
722 Moody Street
Galveston, Texas 77550

Re **CLERICAL ERROR**
Request for P & I Refund
6670-0000-0138-000
Lora Deligans

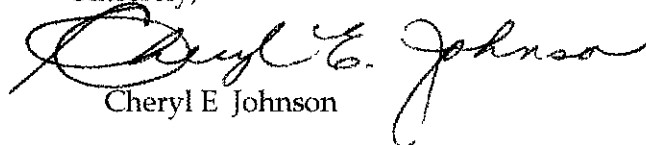
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

Mrs Deligans informed our office she sent her third installment payment on May 25, 2011, but that the check never cleared leaving her third quarter delinquent. She has provided appropriate documentation to support her timely attempt to pay

<u>Account</u>	<u>Year</u>	<u>Refund</u>
6670-0000-0138-000	2010	\$ 63.20

Sincerely,


Cheryl E Johnson

AGENDA

ITEM

#12

Economic Development Contract
Galveston Economic Development Partnership

State of Texas	§	
	§	Know All Men By These Presents
County of Galveston	§	

This Contract is made effective the 1st day of October, 2011, by and between the **County of Galveston ("County")** and the **Galveston Economic Development Partnership ("Provider")**

Preamble

County, pursuant to Local Government Code Section 381.001, is empowered to investigate and undertake ways of promoting the prosperous development of business, industry and commerce within its territorial limits

County desires to contract with Provider for the provision of business and industrial development services. In addition, the County desires to promote its flood control efforts, The University of Texas Medical Branch, and the various ports located within its boundaries. The County also wishes to expand the employment base of the County in order to enhance the health, safety, and welfare of its residents. The County feels that an enhancement of economic development within the County will reduce the burden placed on it by both the justice system and the Indigent Health Care Act.

Provider was formed for the purpose of promoting and encouraging the formation of new businesses, the expansion and relocation of existing businesses, and the general diversification of the economy throughout Galveston County.

Provider is willing, for the consideration herein paid, to provide the economic development services desired by County.

For and in consideration of the premises and mutual covenants herein contained, it is agreed as follows.

Article I
Qualifications of the Provider

Section 1.01 - Representations and Warranties of Provider

Provider hereby represents and warrants as follows

- (a) That it is engaged in an on-going effort to both attract new businesses and expand existing businesses to Galveston County.
- (b) That it is a non-profit economic development organization, the purpose of which is the promotion of economic development in portions of Galveston County.

Article II
Scope of Services

Section 2.01 - Service to be Provided

The Provider shall provide two or more economic development services as are described in Exhibit "A" attached hereto

Section 2.02 - Coordination of Services

The Provider shall coordinate its activities with other area economic development organizations located within the County

Section 2.03 - Provider Reports

The Provider shall prepare and submit by mail to the Galveston County Commissioners' Court on a regular basis reports and communications describing both the services performed by the Provider pursuant to this Contract as well as other services

The Provider shall prepare and submit to the County, within 90 days after the end of the Provider's fiscal year, a written report describing in general the services performed by the Provider pursuant to this contract as well as other services that may have been provided incidental to this Contract during the preceding fiscal year.

Section 2.04 - Confidentiality

In order to foster and promote competition, assure the integrity of the competitive process and protect proprietary or innovative business strategies, all concepts, information, and data developed, generated, or received by Provider shall, to the extent permitted by what is commonly called the Texas Open Records Act, remain confidential

Article III Term of Contract

Section 3.01 - Term

The Provider shall perform the services described in Article II, for a period of twelve (12) months from October 1, 2011 to September 30, 2012.

Section 3.02 - Renewal

This Contract may be renewed on a year-to-year basis upon mutual agreement of the parties.

Article IV Payment of Services

Section 4.01 - Fees

For and in consideration of the services to be performed by the Provider and subject to Provider matching County funds as hereinafter stated County agrees to pay the Provider for the term of this Contract the amount of \$30,000 00 Except and so far in consideration of circumstances which may adversely effect the budget and funding of Galveston County this amount may be modified downward at the discretion of the Commissioners' Court

Section 4.02 - Matching Funds

Provider agrees to match the funds provided by County Such matching funds will come from private sources and will be spent on such economic development services set forth in Exhibit "A". Time volunteered by Provider's Board Members will not be counted as matching funds

Section 4.03 - Billings

Billings will be submitted to the Director of Community Services for Galveston County for prior approval on an annual or on a quarterly basis. Such billings will contain an Affidavit executed by an Officer or Comptroller of Provider which attests to the validity and accuracy of the billing statement. Billings to County shall not contain duplicate items which are billed to other public or private agencies. Reimbursement for travel will not be permitted under this Contract.

ARTICLE V

Termination

Section 5.01 - Termination for Cause

A party may terminate its performance under this Contract upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Contract required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate this Contract upon thirty (30) days notice to the defaulting party. Such termination shall be ineffective if within said thirty-day period the defaulting party cures the default to the satisfaction of the other party.

Section 5.02 - Termination at Will

This Contract may be terminated with or without cause upon thirty (30) days notice by the party desiring to terminate to the other party.

Section 5.03 – Return of Pro-Rata Funds

If Provider has submitted an annual invoice and been paid for its services, should this Contract be terminated as provided above, Provider shall, within ten (10) days after the date of termination return to the County a pro-rata amount of funds that correspond to the number of days left in this Contract had it not been terminated early.

Article VI

Miscellaneous Provisions

Section 6.01 - Independent Contractor

The relationship of the Provider to the County shall be that of an Independent Contractor. The

County shall have no authority to direct the day-to-day activities of any of the Provider's personnel decisions, and shall have no other rights to internal working papers or other information or data

6.02 - Parties in Interest

This Contract shall bind and benefit the County and the Provider and shall not bestow any rights upon any third parties

Section 6.03 - Non-Waiver

Failure of either party to insist on the strict performance of any of the terms or conditions herein or to exercise any rights or remedies accruing upon default shall not be considered a waiver of the right to insist on and to enforce any other obligation hereunder or to exercise any right or remedy occurring as a result of any other default or failure of performance

Section 6.04 - Applicable Laws

This Contract is subject to and shall be construed in accordance with the laws of the State of Texas This Contract is performable in Galveston County, Texas

Section 6.05 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party

County:	Mark A. Henry County Judge Galveston County Courthouse 722 Moody, 2nd Floor Galveston, Texas 77550
	Connie Nicholson Director of Community Services 722 Moody, Fifth Floor Galveston, Texas 77550

Provider: **Jeff Sjostrom**
 President
 Galveston Economic Development Partnership
 P.O. Box 8029
 Galveston, Texas 77550

Section 6.06 - Audits

The Provider shall provide to the County, within ninety (90) days of the close of the Provider's fiscal year or as soon thereafter as practicable, its annual financial statements as prepared for its own Board of Directors. The County, through either its County Auditor or an independent private auditor, shall have the unfettered right to audit the books and records and accounts of Provider for the purpose of satisfying itself that the fees paid pursuant to Section 4.01 have been expended for the purposes contemplated by this contract, provided, that any such audit shall be conducted at the County's expense and in a manner that does not unreasonably disrupt the Provider's business.

Section 6.07 - Ambiguities

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.08 - Entire Agreement

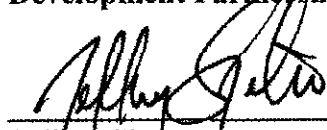
This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

In Witness Whereof, the parties have made and executed this contract in multiple copies, each of which shall be an original.

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Executed effective the 1st day of October, 2011 regardless of date of execution.

Galveston Economic
Development Partnership



Jeffrey Sjoström

President

Date of Signature: 3-9-12

Galveston County



Mark A. Henry

County Judge

Date of Signature: _____

Attest:



Dwight D. Sullivan

County Clerk

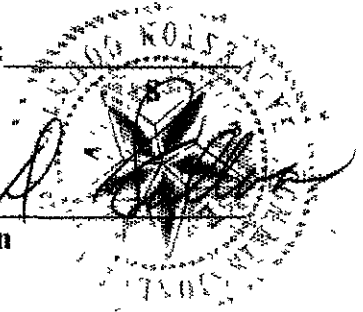


Exhibit "A"
Services to be Provided to Galveston County

- A. Business Assistance Programs** - develop programs designed to assist and promote the efforts of local businesses and entrepreneurs to form new business ventures or to expand existing business ventures. This includes working with other non-profit organizations with similar goals.
- B. Business Incubators** - facilitate the provision of office space support staff, and volunteer advisors to provide both technical assistance in the formation or expansion of businesses, and related advice in the specialized areas such as law, accounting and finance, as the need becomes apparent.
- C. Venture Capital Funds** - facilitate the development of private venture capital funds, to provide a source of funds for investment in local business enterprises.
- D. Marketing and Sales** - organize and conduct a coordinated marketing and sales program to positively influence attitudes among local, national, and international business decision makers by drawing attention to Galveston County's strengths and by overcoming negative attitudes. The marketing and sales program should target groups and senior executives most likely to result in business relocations and expansions in Galveston County.
- E. Advertising, Public Relations and Media Communications** - design programs to encourage the dissemination, on a local, national, and international level, of accurate and detailed information on business opportunities in Galveston County, and on successful businesses and the local business climate.
- F. Public Policy** - develop advice on (a) public policy and programs for action by the State of Texas, Galveston County, local municipalities, and the region that would facilitate and encourage economic growth, and (b) on policy and budgetary priorities, tax abatement, desirable regulatory changes, and incentives likely to result in business relocations and expansions in Galveston County.
- G. Cooperation with Other Entities** - participate in joint projects of mutual benefit with or supply appropriate information requested by other economic development organizations receiving funds from Galveston County.

AGENDA

ITEM

#13

NO
BACK – UP
PROVIDED

AGENDA

ITEM

#14

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

<p>An Order Setting Petit Jurors' Pay and Grand Jurors' Pay</p>
--

Whereas, pursuant to SB1 adopted by the 82nd Legislature, 1st Called Session, Texas Government Code §61.001 (a-1) (1) was enacted to provide that beginning September 1, 2011, a person who reports for jury service in response to the process of a court is entitled to receive as reimbursement for travel and other expenses an amount not less than \$6 for the first day or fraction of the first day the person is in attendance in court in response to the process and discharges the person's duty for that day and not less than the amount provided in the General Appropriations Act for each day or fraction of each day the person is in attendance in court in response to the process after the first day and discharges the person's duty for that day, and

Whereas, the Comptroller's Judiciary Section has determined that, beginning September 28, 2011, the county reimbursement rate will be \$28 per day or fraction of a day for juror service beginning on the second day of such service; and

Whereas, this amount will be reviewed by the Comptroller's Judiciary Section quarterly and is subject to adjustment, and

Whereas, the Commissioners' Court desires to remain in compliance with the present determination and with each quarterly determination made by the Comptroller's Judiciary Section as and when each future determinations are made.

Now, Therefore Be it Ordered that effective September 28, 2011, Galveston County's reimbursement rate will be \$6 00 for the first day or fraction of the first day and \$28 per day or fraction of a day for petit juror and grand juror services beginning on the second day of service

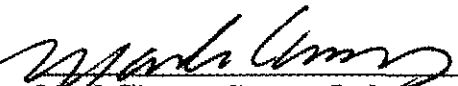
Be it Further Ordered that this reimbursement rate will automatically be adjusted so as to comply with each quarterly determination made by the Comptroller's Judiciary Section as and when each determination is made in the future

Be it Further Ordered that this Order will remain in effect until it is modified or revoked by future action of this Court


Be it Further Ordered that a copy of this Order be furnished to the District Clerk, the County Clerk and the County Treasurer

Upon Motion Duly Made and Seconded, the above Order was passed this 27th day of September, 2011

County of Galveston, Texas

By: 
Mark Henry, County Judge

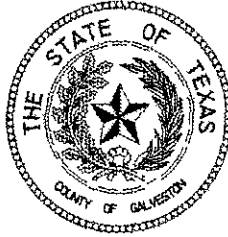
Attest:


Dwight D. Sullivan,
County Clerk
Depts/Commct/Resolut/Juror Fees

AGENDA

ITEM

#15



(409) 765-2640
Fax. (409) 770-5132

722 Moody
Galveston, Texas 77551

CHARLES S. LANGFORD
WAGE COMPLIANCE OFFICER
COUNTY OF GALVESTON

Hon. Mark Henry
Hon. County Commissioners
County Courthouse
Galveston Texas

Assessment of improper wages and penalties under Texas Gov't Ch 2258
Contractor Milam & Co Painting, Inc
Project Galveston County Public Works Project

Gentlemen

Under Texas Gov't Code Ch.2258, a contractor on a public works contract for the County is required to pay the prevailing wage for each worker employed on the site

It has been determined the above named contractor failed to pay the prevailing wages as required. I therefore recommend the following action:

☒ (X) The contractor has come into compliance and no back wages are owed to the employee

☐ () The contractor has not come into compliance. I recommend payment be withheld from the contractor in the amount of back wages owed, which is ____, pending resolution or ruling by an arbitrator

☒ (X) The violation has occurred on 2 days or part days. Gov't Code Ch 2258 imposes a mandatory penalty of \$60 per day or part day for each worker not paid the prevailing wage. The amount of fines required by the statute is \$120.00, I recommend this amount be withheld from the contractor and placed in the fund created for enforcement of this chapter.

By copy hereof the contractor has been advised of this finding and recommendation. He has been further advised he may appear before the Commissioners Court to address this matter when taken up on the agenda on September 27, 2011.

Please call me should you have any question.

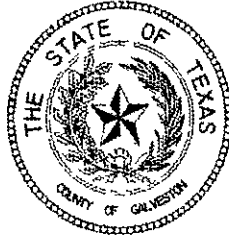
Thank You

A handwritten signature in cursive script that reads "Charles S. Langford".

Charles S. Langford
Wage Compliance Officer
County of Galveston

Cc: O.C. Rick Roe, Milam & Co. Painting, Inc
Michael Wood, Hugh Patrick Const, Inc

Email: charles.langford@co.galveston.tx.us



(409) 765-2640
Fax: (409) 770-5132

722 Moody
Galveston, Texas 77551

CHARLES S. LANGFORD
WAGE COMPLIANCE OFFICER
COUNTY OF GALVESTON

September 9, 2011

Milam & Co. Painting, Inc
4550 Allen St
Houston, Texas 77007

RE Notice of Wage Rate Violation; Galveston County Public Works Project

Dear Rick Roe:

A review of your payrolls showed some discrepancies requiring correction. Some of the employees had not been paid the prevailing wage for the craft in which they were working

However, Texas Gov't Code 2258.023 provides that each worker on the project must be paid the prevailing wage for the craft in which they are engaged and requires the imposition of a penalty of \$60.00 per day or part day for each worker not paid the prevailing wage. The Attorney General of the State of Texas has issued a ruling this penalty is mandatory

Therefore the Commissioners Court of Galveston County will consider the assessment of the appropriate penalty on September 27, 2011. The maximum fine that can be imposed for the violations is \$120.00. You are encouraged to attend this meeting and present your point of view on the issue.

Thank You

A handwritten signature in cursive script that reads "Charles S. Langford".

Charles S. Langford
Wage Compliance Officer
County of Galveston

Cc: O.C. Unbehagen
Michael Wood

AGENDA

ITEM

#16

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

September 16, 2011

TO: Hon Mark Henry, County Judge
Members of Commissioners' Court

FROM: Dennis J Harris, Director
Department of Parks & Senior Services

SUBJECT: Agenda Item- Texans Feeding Texans Grant Application

Please place the following item on Commissioners' Court Agenda for Tuesday, September 27, 2011

"Consideration of approval of Galveston County Department of Parks and Senior Services grant application and resolution to the Texas Department of Agriculture Texans Feeding Texans Grant submitted by the Parks & Senior Services Director "

Attached for your review and consideration is the grant application and resolution. If successful the grant year will start February 2012 through January 2013. This will be our fifth year participating in this program.

Should you have any questions please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Dennis J. Harris", is written over a horizontal line.

Dennis J Harris, Director
Department of Parks & Senior Services

Attachments

Cc Evelyn Markides Senior Services Manager

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources



Texans Feeding Texans: Home-Delivered Meal Grant Program

[FOR TDA USE ONLY]
 File No. _____
 Date _____
 Rec'd File No. _____

ER-201

TODD STAPLES, COMMISSIONER

Texas Department of Agriculture (TDA)

Mailing Address P O Box 12847, Austin, Texas 78711

Physical Address 1700 N Congress Avenue, Austin, Texas 78701

SECTION A - ORGANIZATION INFORMATION				
(1) Full Legal Business Name Galveston County Department of Parks & Senior Services				
(2) DBA 'Doing Business As' Name (if applicable) Same as above				
(3) Mailing Address 4102 MAIN STREET (FM 519)				
(4) City LaMarque	(5) County Galveston	(6) State Texas	(7) Zip 77568	
(8) Physical Address SAME AS ABOVE				
(9) City	(10) County	(11) State	(12) Zip	
(13) Federal Identification Number (must be nine (9) digits) 74-6000908				
(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency Please check one A private nonprofit organization <input type="checkbox"/> A governmental agency <input checked="" type="checkbox"/>				
(15) Grant amount to be received from the county during the 2011 State Fiscal Year				\$188,820
SECTION B - CONTACT PERSONNEL				
(1) Name of Primary Program Contact (This person can answer day-to-day questions about the organization)				
(16) Title (Check One)	<input checked="" type="checkbox"/> Executive Director	<input type="checkbox"/> Program Administrator	<input type="checkbox"/> Chief Executive Officer	
	<input type="checkbox"/> President	<input type="checkbox"/> Other _____		
(17) First Name Dennis	(18) Middle Initial J	(19) Last Name Harris		
(20) E-mail Address dennis.harris@co.galveston.tx.us				
(21) Phone (409) 934 - 8100 Ext			(22) Fax (409) 934 - 8140	

SECTION B- CONTACT PERSONNEL CONTINUED

(2) **Name of Authorized Official** (This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)

(23) Same As Above ☐

(24) Title
(Check One)

☐ Executive Director

☐ Chief Financial Officer

☐ Chief Executive Officer

☒ County Judge

☐ Other _____

(25) First Name
Mark

(26) Middle Initial

(27) Last Name
Henry

(28) E-mail Address

mark.henry@co.galveston.tx.us

(29) Phone (409) 766 - 2244 Ext

(30) Fax (409) 766 - 4590

SECTION C- SERVICE INFORMATION

Applicant must indicate one or more counties served. If the applicant delivers meals in multiple counties, a separate application is required for the meals in each county for which a grant is sought. Only meals delivered in the applying county are considered eligible.

(31) The County in which home-delivered meals were delivered

Galveston

(32) **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2010 and August 31, 2011 (regardless of funding source)

134,274

NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2012 grant.

(33) Does the applicant organization serve congregate meals in the county stated in Question #31?

☒ Yes ☐ No

(33A) If you answered 'YES' to question #33, please verify, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A

 ☐ N/A
Initial Here

(34) Does the applicant organization serve home-delivered meals in multiple Texas Counties?

☐ Yes ☒ No

(34A) If you answered 'YES' to Question #34, please verify, **by initialing on the line provided to the right**, that **only home-delivered meals delivered in the county stated in Question #31** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A

_____ ☒ N/A
Initial Here

(34B) If you answered 'Yes' to Question #34, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds

SECTION D- CERTIFICATIONS**By signing below, Applicant:**

- (1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge,
- (2) Acknowledges any misrepresentation or false statement made by Applicant or an authorized agent of Applicant, in connection with this application whether intentional or not, will constitute grounds for denial of this application
- (3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of IDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds and Applicant further agrees to cooperate fully with IDA and/or SAO or its successor in the conduct of the audit or investigation including allowing IDA and/or SAO to inspect Applicant's premises and providing all records requested
- (4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas and if Applicant is an individual that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support and
- (5) By submission of this application, Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded and those funds will be redistributed to other qualified applicants in accordance with state law and IDA rules

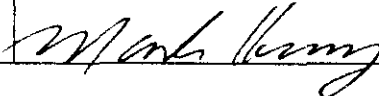
Applicant further certifies that

- (1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986 as an organization described by §501(c)(3) of that code which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas
- (2) Applicant practices nondiscrimination
- (3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients
- (4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4 Part 1 Subchapter 0 Section 1.953 of the Texas Administrative Code
- (5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services
- (6) Applicant authorizes IDA to review, verify and authenticate all information provided in this application
- (7) Applicant understands IDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties
- (8) **Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.**

Notice of Penalties: The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Authorized Official from Sec. B (2) (Print):**Signature****Date**

Mark Henry, Judge, Galveston County

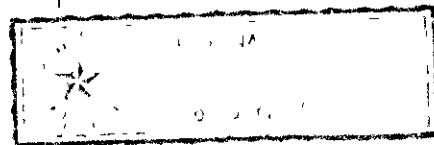


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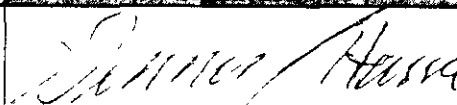
State of Texas

County of GalvestonSWORN TO AND SUBSCRIBED before me on the 13 day of September, 2011

Notary Public, State of Texas

Notary's printed name _____Notary's commission expires _____**Secondary Signature & Title (Print): (for non-profits only)****Signature****Date**

Dennis J. Harris, Director, Galveston County Parks & Senior Services

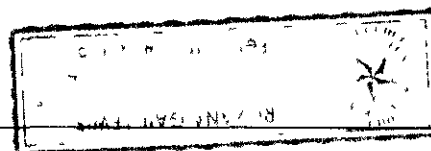


9/13/11

State of Texas

County of GalvestonSWORN TO AND SUBSCRIBED before me on the 13 day of September, 2011

Notary Public, State of Texas

Notary's printed name _____Notary's commission expires _____



Texans Feeding Texans: Home-Delivered Meal Grant Program

Attachment A – Meal Number Worksheet

Fodd Staples, Commissioner

Applicant Organization: Galveston County Department of Parks & Senior Services

Applicant County: Galveston County

Please indicate, by each funding source, how many **home-delivered meals** the organization delivered* during State FY 2011, September 1 2010 – August 31 2011, to eligible clients** in the County for this application

Month	THS III C-2 Meals (AAA)	Program Income Meals	THS XLB Meals (DADS)	THS XLB Meals (DADS)	Locally Funded Meals***	TDA#	TOTAL Home Delivered Meals
Sep-10	3047	105			7288		10440
Oct-10	6377	105			3061		9543
Nov-10	6742	82			2723		9547
Dec-10	6549	82			5293		11924
Jan-11	7500	60			2828		10388
Feb-11	6500	100			288	3020	9908
Mar-11	6500	164			1349	3020	11033
Apr-11	6500	90			391	3020	10001
May-11	7000	145			2957	3020	13122
Jun-11	6500	132			2833	3020	12485
Jul-11	6000	116			3945	3020	13081
Aug-11	3440	112			6230	3020	12802
TOTAL	72,655	1,293	0	0	39,186	21,140	134,274

*Delivered - Includes a maximum of two attempted, but unsuccessful, meal deliveries per program participant per month

**Eligible Clients - Homebound persons 60 years of age or older and/or disabled

***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way

****Please list Other Meal sources on a separate page, if needed

[Signature]

Organization Representative

9/27/11

Date

If applicable, please provide TDA with the Region Number (Ex: Region 2) for your AAA and/or DADS Office.

Regional AAA Office

Regional DADS Office

(This form is available in a downloadable Excel document on TDA's website at www.TexasAgriculture.gov)

Galveston County
Department of Parks & Senior Services
Governing Board

Commissioner's Court Members

County Judge

Honorable Mark Henry
722 Moody, Suite 200
Galveston, TX 77550
(409) 766-2244
mark.henry@co.galveston.tx.us

Commissioner, Precinct 1

Honorable Patrick Doyle
722 Moody 1st Floor
Galveston, TX 77550
(409) 770-5333
patrick.doyle@co.galveston.tx.us

Commissioner, Precinct 2

Honorable Kevin O'Brien
P.O. Box B
Santa Fe, TX 77510
(409) 770-5475
kevin.o'brien@co.galveston.tx.us

Commissioner, Precinct 3

Honorable Stephen D. Holmes
2516 Texas Avenue Room 121
Texas City, TX 77590
(409) 770-5806
stephen.holmes@co.galveston.tx.us

Commissioner, Precinct 4

Honorable Ken Clark
174 Calder Road
League City, TX 77573
(281) 316-8745
ken.clark@co.galveston.tx.us

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF Galveston, (County) TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Galveston County Department of Parks & Senior Services, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program), and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds, and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds

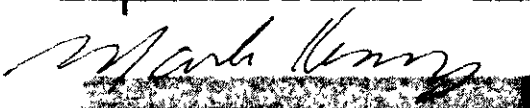
BE IT RESOLVED BY THE COUNTY:

SECTION 1 The County hereby certifies that it has made a grant to the Organization in the amount of \$188,820 to be used between the 1 of February, 2012 and the 31 of January, 2013

SECTION 2. The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability

SECTION 3 The County hereby certifies that it has approved the Organization's accounting system or fiscal agent

Introduced, read, and passed by the affirmative vote of the County on this 27th day of September, 2011.


Signature of Authorized Official

Mark Henry, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

(This form is available electronically on TDA's website at www.TexasAgriculture.gov)

GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
Year Ended September 30, 2010



2000 Loop 197 N , Suite 200
Texas City, Texas 77590
(409) 948-4406

GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
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**Report on Internal Control over
Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance
with *Government Auditing Standards***

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Galveston County, Texas ("the County") as of and for the year ended September 30, 2010, which collectively comprise the County's basic financial statements and have issued our report thereon dated April 22, 2011. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of Galveston County Health District, as described in our report on the County's financial statements. This report does not include the results of other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the County's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses as items #10-01 & #10-02.

A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies as items #10-03 & #10-04.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The County's response to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on it.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, federal awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.



Houston, Texas
April 22, 2011



**Report on Compliance with Requirements that Could have a Direct and Material Effect
on each Major Program and on Internal Control over Compliance in Accordance with
OMB Circular A-133 and the State of Texas Uniform Grant Management Standards
Chapter IV Texas State Single Audit Circular**

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance

We have audited the compliance of Galveston County, Texas with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular* that could have a direct and material effect on each of the County's major state programs for the year ended September 30, 2010. The County's major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major state programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and, State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended September 30, 2010.

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major state program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be *material weaknesses*, as defined above.

Schedule of Expenditures of State Awards

We have audited the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended September 30, 2010, and have issued our report thereon dated April 22, 2011. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying Schedule of Expenditures of State Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular* and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Houston, Texas
April 22, 2011

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2010

I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unqualified
Internal Control over financial reporting.	
• Material weakness(es) identified?	Yes, Items #10-01 and #10-02
• Significant deficiencies identified that are not considered to be material weaknesses?	Yes, Items #10-03 and #10-04
Noncompliance material to financial statements noted?	No

State Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs.	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of OMB Circular A-133?	None

Identification of Major Programs:

<u>State Grant Number</u>	<u>Name of State Program</u>
582-9-90416-15	Low Inc Asst., Retrofit & Retirement (LIRAP)

Dollar threshold used to distinguish between type A and type B State programs.	\$300,000
Auditee qualified as low-risk auditee?	Yes

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2010

II - Financial Statement Findings

Finding #10-01 - Internal Controls over Accounting for Fixed Assets

Criteria:

The County is responsible for implementing controls to ensure that all capital assets acquired and subsequently disposed of is identified as such in the capital assets accounting module.

Condition:

During the course of the audit, it was noted that land, in the amount of \$1,904,700, acquired with funds from the Hazard Mitigation Grant Program was not properly identify as capital outlay, and therefore not included on the capital asset schedule. It was further noted that funds in the amount of \$894,113 were advanced from FEMA for purposes of home buyout, however, the homeowners had "opted-out" prior to closing.

Context:

The auditors noted this while performing basic procedures over grant expenditures. Audit procedures were expanded to include an additional sample for testing, and based on that additional testing, auditors determined that this appears to be an isolated case

Effect:

Failure to properly identify capital assets may cause misstatement of capital assets in the Statement of Net Assets. In addition, failure to properly account for capital assets increases the risk of misappropriation of the assets. There is also the risk of loss of federal funding for failure to comply with federal guidelines

Recommendation:

Management should establish internal controls over identification of capital assets in order to ensure inclusion of all capital assets in the capital assets accounting module.

Finding #10-02 - Internal Controls over Accounts Payable

Criteria:

Generally Accepted Accounting Principles require governmental funds to be accounted for on the modified accrual basis of accounting

Condition:

Payment to a vendor for debris removal in the amount of \$1,649,074 was not properly recorded in accounts payable at 9/30/2010. In addition, \$183,231 from the same invoice was not properly recorded in retainage payable at 9/30/2010. It was further noted that unprocessed invoices, in the amount of \$3,647,931 were not included in accounts payable at 9/30/2010

Context:

The auditors noted this while performing standard accounts payable procedures.

Effect:

Material understatement of accounts payable and related expenditure in the Disaster Recovery VI -- Ike fund

Recommendation:

The County should account for all governmental funds using the modified accrual basis of accounting as required by Generally Accepted Accounting Principles. In addition, all invoices should be routed from the vendor directly to accounts payable for entry into the accounting system prior to distribution to the various departments

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2010

II. - Financial Statement Findings (continued)

Finding #10-03 - Software Conversion

Criteria:

The purpose of financial reconciliations is to ensure that the account balances are correct and to provide accountability over assets.

Condition:

Prior to the software conversion from GDT and Anthem to Odyssey in the District Clerk's Office, a financial reconciliation of accounts receivable was not performed. The unreconciled items in the legacy system rolled forward incorrectly into the new system, thus causing errors in the account balances brought forward.

Context:

The auditors noted this while performing a walkthrough of the software conversion process.

Effect:

Failure to perform reconciliations and to ensure that financial records are accurate, complete and current prior to a conversion can materially and adversely affect the accuracy and completeness of the data transfer.

Recommendation:

Management should establish internal controls over the software conversion process to ensure that financial reconciliations are performed prior to the software conversion. Any discrepancies noted should be resolved prior to the conversion.

Finding #10-04 - County Clerk - Segregation of Duties

Criteria:

Segregation of job capabilities should be maintained through proper software security authorizations.

Condition:

Bookkeepers have system authorization to perform void and adjustment functions. In a sample of 9 voids reviewed by the auditors, 4 voids were performed by unauthorized personnel and 1 void had no supporting documentation.

Context:

The auditors noted this while performing risk assessment procedures at the County Clerk's Office.

Effect:

Lack of segregation of duties creates the opportunity for fraud to be committed and errors to be made and not detected in a timely manner during the normal course of operations.

Recommendation:

- 1 Computer access should be limited to activities that do not allow incompatible duties to be performed
- 2 The County Auditor's Office should perform periodic checks of security privileges to ensure individuals have appropriate access
- 3 Review of all adjustments and voids should be performed by a supervisor.

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2010

III. - State Award Findings and Questioned Costs

The audit disclosed no state award findings or questioned costs required to be reported.

IV - Status of Prior Year Findings and Questioned Costs

Finding #09-01 - Tax Office - Bank Reconciliation

In concurrence with audit recommendations, a contractor familiar with the property tax software was employed to assist with the identification of items believed to be impacting the bank reconciliation. A subsequent listing was provided to the software provider and a resolution is underway

Unresolved reconciling items totaling \$114,228 have been reduced to less than \$1,000. It is expected that the zero-out process will be finalized once data corrections have been made by the software provider within the fiscal year

Finding #09-02 - Road & Bridge - Inventory Controls

A new automated work order system (WEBTMA) has been developed for implementation and will come online first week in May 2011

The implementation of a GIS system for all Heavy Equipment Units assigned to Road & Bridge Department and the creation of a Badge Entry System to provide entry into the stockyards was evaluated and initial cost associated with project would be "prohibitive"

The access to Heavy Equipment Units has been restricted with a "key lock/combination lock" to secure heavy equipment. Supervised and or controlled limited access to stockyards (after hours) will permit monitoring of assets in a more efficient manner and will increase physical controls

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2010

V - Views of Responsible Officials and Planned Corrective Action

Finding #10-01
Internal Controls over Accounting
for Capital Assets

Description: The County will ensure that all capital asset purchases will utilize the "57XXXXX" Object Code. The Fixed Assets System recognizes such expenditures as a capital asset addition and automatically creates a fixed asset record for each expenditure. The failure to identify expenditures as capital additions was a result of using other object codes

Responsible party: Cliff Billingsley, County Auditor

Estimated completion date: September 2011

Finding #10-02
Internal Controls over Accounts
Payable

Description: Our search for unrecorded liabilities focused on reviewing all major payments made after the year end through the end of January. Unfortunately the invoices discovered by the auditor were processed after that date. In the future, the County Auditor will send a letter to County Legal, the County Engineer, the Purchasing Agent and the Emergency Management Coordinator and will solicit information on unrecorded liabilities in addition to the search of large payments since the end of the fiscal year.

Responsible party: Cliff Billingsley, County Auditor

Estimated completion date: September 2011

Finding #10-03
Software Conversion

Description: For all software conversion projects requiring financial conversions an audit team made up by members of the County Auditor's Office will be assigned to the project. The assigned audit team will verify the financial reconciliation of the legacy system prior to conversion, during test conversion they will verify proper data conversion and reconcile post conversion data. A sign-off for each phase signifying these reconciliations have been completed successfully will be required from the Auditor's Office and entered into the project documentation

Responsible party: Rob Powell, Chief Information Officer

Estimated completion date: Immediately

Finding #10-04
County Clerk – Segregation of
Duties

Description: Security rights have been assigned in the new software which prevents the bookkeeping staff from being able to make voids, reversals or adjustments. Management has taken corrective action to prohibit bookkeepers from making adjustments to receipts in the Anthem system. In addition, the County Auditor's Office will perform periodic checks on security privileges and access. Finally, all adjustments, reversals and voids are performed by Administration and only in their absence by the Imaging Administrator.

Responsible party: Dwight Sullivan, County Clerk

Estimated completion date: Immediately

GALVESTON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF STATE AWARDS
For the Year Ended September 30, 2010

Grantor/Program Title-State	State Grantors Number	Disbursement/ Expenditures
Texas Commission on Environmental Quality		
<i>Passed Through Houston-Galveston Area Council:</i>		
<i>Ostermayer Bayou Land Acquisition</i>	582-10-90505	\$ 72,877
<i>Low Inc Asst , Retrofit & Retirement (LIRAP)</i>	582-9-90416-15	888,405
<i>Low Inc Asst , Retrofit & Retirement (LIRAP)</i>	582-9-90416-15	40,778
Total Texas Commission on Environmental Quality		<u>1,002,060</u>
Texas Department of Public Safety		
<i>Direct:</i>		
<i>Texas Automobile Theft Prevention Authority</i>	SA-T01-10051-10	516,413
<i>Texas Automobile Theft Prevention Authority</i>	SA-T01-10051-11	31,882
Total Texas Department of Public Safety		<u>548,295</u>
Texas Department of Agriculture		
<i>Direct:</i>		
<i>Texans Feeding Texans</i>	HDM-09-357	21,984
<i>Texans Feeding Texans</i>	HDM-10-492	65,267
Texas Department of Agriculture		<u>87,251</u>
Office of the Attorney General		
<i>Direct:</i>		
<i>Texas Vine Grant</i>	10-12160	23,666
<i>Texas Vine Grant</i>	11-20880	2,194
<i>Victims Coordinator Liaison Grant (VCLG)</i>	1014257	33,239
<i>Victims Coordinator Liaison Grant (VCLG)</i>	1014257	4,130
Total Office of the Attorney General		<u>63,229</u>
Total State Awards Requiring Single Audit Act Compliance		<u>\$ 1,700,835</u>

GALVESTON COUNTY, TEXAS
NOTES ON ACCOUNTING POLICIES FOR STATE AWARDS

Note 1 - Basis of Accounting

Galveston County, Texas accounts for state funding using the modified accrual method of accounting. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences, claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Equipment purchases for grant purposes are treated as expenses in the schedule of expenditures of state awards and typically capitalized for financial statement purposes.

State grant funds are considered to be earned to the extent of expenses made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

GALVESTON COUNTY, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS - GRANT FUNDS
For the Year Ended September 30, 2010
With Comparative Totals for the Year Ended September 30, 2009

	OFFICE OF EMERGENCY MANAGEMENT	STATE HOMELAND SECURITY	COMMUNITY DEVELOPMENT
REVENUES			
Intergovernmental	\$ 47,126	\$ 148,693	\$ 98,602
Investment Earnings	-	-	-
Miscellaneous	-	29	-
Total revenues	47,126	148,722	98,602
EXPENDITURES			
Current			
General Government	-	-	-
Public Safety	47,126	142,788	1,503
Sanitation	-	-	97,099
Health and Social Services	-	-	-
Culture and Recreation	-	-	-
Capital Outlay	-	-	-
Total expenditures	47,126	142,788	98,602
Excess (deficiency) of revenues over (under) expenditures	-	5,934	-
OTHER FINANCING SOURCES (USES)			
Transfers in	-	-	-
Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	-	5,934	-
Fund balances-beginning	-	-	-
Fund balances-ending	\$ -	\$ 5,934	\$ -

(Continued)

CDBG INFRASTRUCTURE PROGRAM	SENIOR CITIZENS	TEXANS FEEDING TEXANS PROGRAM	KEMPNER	COMMUNITY DEVELOPMENT BLOCK - MEALS ON WHEELS
\$ 699	\$ 612,274	\$ 65,267	\$ -	\$ -
-	-	6	900	-
699	612,274	65,273	900	-
-	-	-	-	-
699	573,686	87,251	900	-
-	-	-	-	-
699	573,686	87,251	900	-
-	38,588	(21,978)	-	-
70,610	-	-	-	-
-	-	-	-	-
70,610	-	-	-	-
70,610	38,588	(21,978)	-	-
-	36,802	21,978	-	-
\$ 70,610	\$ 75,390	\$ -	\$ -	\$ -

GALVESTON COUNTY, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS - GRANT FUNDS
September 30, 2010
With Comparative Totals at September 30, 2009

	OFFICE OF EMERGENCY MANAGEMENT	STATE HOMELAND SECURITY	COMMUNITY DEVELOPMENT
ASSETS			
Cash and Cash Equivalents	\$ -	\$ -	\$ 195,785
Receivables, (Net of Allowance for Uncollectibles)			
Accounts and Other	131,275	115,388	90,802
Due from Other Funds	-	-	-
Total assets	\$ 131,275	\$ 115,388	\$ 286,587
LIABILITIES			
Accounts Payable	\$ -	\$ -	\$ 89,299
Salaries Payable	-	4,004	-
Compensated Absences Payable	-	-	-
Due to Others	-	-	-
Due to Other Funds	131,275	105,450	-
Deferred Revenues	-	-	197,288
Total liabilities	131,275	109,454	286,587
FUND BALANCES			
Reserved			
Unreserved			
Undesignated	-	5,934	-
Total fund balances	-	5,934	-
Total liabilities and fund balances	\$ 131,275	\$ 115,388	\$ 286,587

(Continued)

CDBG INFRASTRUCTURE PROGRAM	SENIOR CITIZENS	TEXANS FEEDING TEXANS PROGRAM	KEMPNER	COMMUNITY DEVELOPMENT BLOCK - MEALS ON WHEELS
\$ 369,911	\$ -	\$ -	\$ -	\$ -
699	114,924	-	-	-
\$ 370,610	\$ 114,924	\$ -	\$ -	\$ -
\$ -	\$ 11,969	\$ -	\$ -	\$ -
-	10,543	-	-	-
-	-	-	-	-
-	17,022	-	-	-
300,000	-	-	-	-
300,000	39,534	-	-	-
70,610	75,390	-	-	-
70,610	75,390	-	-	-
\$ 370,610	\$ 114,924	\$ -	\$ -	\$ -

AGENDA

ITEM

#17

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

September 16, 2011

TO: Hon Mark Henry, County Judge
Members of Commissioners' Court

FROM: Dennis J Harris, Director
Department of Parks & Senior Services

SUBJECT: Agenda Item- Texans Feeding Texans- Bay Area Meals on Wheels resolution

Please place the following item on Commissioners' Court Agenda for Tuesday, September 27, 2011

"Consideration of approval of a resolution authorizing a county grant to Bay Area Meals on Wheels, Inc. in the amount of \$1,000 in support of the Texas Department of Agriculture's Texans Feeding Texans Grant application submitted by the Parks & Senior Services Director "

As you know, this grant application allows for non profits to submit through the County for funding for supplementing organizations' home delivered meals service Attached please find the non profits application and the proposed resolution for your consideration Last year the Commissioners' Court supported two non- profit organizations

Should you have any questions please let me know


Dennis J. Harris, Director
Department of Parks & Senior Services

Attachments

Cc Evelyn Markides, Senior Services Manager

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources



Texans Feeding Texans: Home-Delivered Meal Grant Program

[FOR TDA USE ONLY]

File No. _____

Date: _____

Ref. File No: _____

ER-201

TODD STAPLES, COMMISSIONER

Texas Department of Agriculture (TDA)

Mailing Address P O Box 12847, Austin, Texas 78711

Physical Address 1700 N Congress Avenue, Austin, Texas 78701

SECTION A - ORGANIZATION INFORMATION

(1) Full Legal Business Name

BAY AREA MEALS ON WHEELS, INC.

(2) DBA 'Doing Business As' Name (if applicable)

(3) Mailing Address

14045 SPACE CENTER BLVD.

(4) City

HOUSTON

(5) County

HARRIS

(6) State

TX

(7) Zip

77062

(8) Physical Address

14045 SPACE CENTER BLVD.

(9) City

HOUSTON

(10) County

HARRIS

(11) State

TX

(12) Zip

77062

(13) Federal Identification Number
(must be nine (9) digits)

7 6 - 0 0 1 6 4 5 3

(14) In order to receive this grant, the organization must be a private nonprofit with a volunteer board of directors, exempt from taxation under §501(a) of the Internal Revenue Code of 1986 as described by §501 (c) (3) of that code, or a governmental agency.

Please check one A private nonprofit organization ☒ A governmental agency ☐

(15) Grant amount to be received from the county during the 2011 State Fiscal Year

SECTION B - CONTACT PERSONNEL

(1) Name of Primary Program Contact (This person can answer day-to-day questions about the organization.)

(16) Title

(Check One)

☐ Executive Director

☐ Program Administrator

☐ Chief Executive Officer

☐ President

☒ Other TREASURER

(17) First Name

SANDRA

(18) Middle Initial

L

(19) Last Name

LOUVET

(20) E-mail Address

sllouvet@yahoo.com

(21) Phone (281) 486 - 8807

Ext

(22) Fax () -

SECTION B -- CONTACT PERSONNEL CONTINUED

(2) Name of Authorized Official: *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

(23) Same As Above ☒ X

(24) Title
(Check One)

☐ Executive Director

☐ Chief Financial Officer

☐ Chief Executive Officer

☐ County Judge

☐ Other _____

(25) First Name

(26) Middle Initial

(27) Last Name

(28) E-mail Address

(29) Phone () - Ext

(30) Fax () -

SECTION C -- SERVICE INFORMATION

An organization must submit one application per county. If the applicant delivers meals in multiple counties, a separate application is required for the meals in each county for which a grant is sought. Only meals delivered in the applying county are considered eligible.

(31) The County in which home-delivered meals were delivered

GALVESTON

(32) **Total number of HOME-DELIVERED meals delivered** to homebound persons 60 years or older and/or disabled in the county stated in Question #31 between September 1, 2010 and August 31, 2011 (regardless of funding source)

6311

NOTE: If this number is miscalculated, includes congregate meals, includes meals from another County served, or other errors, the applicant will be required to repay TDA for all or part of the FY 2012 grant.

(33) Does the applicant organization serve congregate meals in the county stated in Question #31?

☐ Yes ☒ X No

(33A) If you answered 'YES' to question #33, please verify, **by initialing on the line provided to the right**, that **no congregate meals** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A

_____ X N/A
Initial Here

(34) Does the applicant organization serve home-delivered meals in multiple Texas Counties?

☒ X Yes ☐ No

(34A) If you answered 'YES' to Question #34, please verify, **by initialing on the line provided to the right**, that **only home-delivered meals delivered in the county stated in Question #31** were calculated in the total number of home-delivered meals you reported in Question #32. If you answered 'No', please check the box labeled N/A

Scf ☐ N/A
Initial Here

(34B) If you answered 'Yes' to Question #34, please list all of the Texas counties in which the organization serves home-delivered meals, including those for which you do not intend to apply for TDA grant funds

HARRIS COUNTY

GALVESTON COUNTY

SECTION D - CERTIFICATIONS**By signing below, Applicant:**

- (1) Certifies all information provided in connection with this application is true and correct to the best of Applicant's knowledge.
- (2) Acknowledges any misrepresentation or false statement made by Applicant, or an authorized agent of Applicant, in connection with this application whether intentional or not, will constitute grounds for denial of this application.
- (3) Acknowledges acceptance of funds in connection with this application acts as an acceptance of the authority of TDA and the State Auditor's Office (SAO) or any successor agency to conduct an investigation in connection with those funds, and Applicant further agrees to cooperate fully with TDA and/or SAO or its successor in the conduct of the audit or investigation, including allowing TDA and/or SAO to inspect Applicant's premises and providing all records requested.
- (4) Acknowledges this application and any payments owed to Applicant in connection with this application may be reduced or denied because of Applicant's owing any debt to the State of Texas, and if Applicant is an individual, that this application and any payments owed to Applicant in connection with this application may be denied because of delinquency in payment of a guarantee student loan and for failure to pay child support, and
- (5) By submission of this application Applicant acknowledges as a condition of receipt of grant funds under this program the Applicant will be required to execute a grant agreement with the Texas Department of Agriculture and further acknowledges that failure to timely execute the grant agreement will result in withdrawal of any grant funds awarded and those funds will be redistributed to other qualified applicants in accordance with state law and IDA rules

Applicant further certifies that:

- (1) Applicant is a qualifying governmental agency or nonprofit private organization that is exempt from taxation under §501(a), Internal Revenue Code of 1986, as an organization described by §501(c)(3) of that code, which is a direct provider of home-delivered meals to homebound elderly persons or persons with disabilities in Texas
- (2) Applicant practices nondiscrimination
- (3) Applicant has an accounting system or fiscal agent approved by the county where it provides meals and has a system to prevent the duplication of services to clients
- (4) Applicant has received a grant from the county in which the organization is delivering meals, in accordance with Title 4, Part 1, Subchapter 0 Section 1.953 of the Texas Administrative Code
- (5) Applicant agrees to use funds received through the home-delivered meal grant program only to supplement or extend existing home-delivered meal services
- (6) Applicant authorizes TDA to review, verify and authenticate all information provided in this application
- (7) Applicant understands TDA may request further documentation supporting this application, including contacting other agencies, organizations, facilities or third parties to verify data provided by an Applicant from the records of such agencies, organizations, facilities or third parties
- (8) Applicant acknowledges, affirms, consents to, and understands that Applicant is solely responsible for calculating and verifying the information contained in Section C of the application, along with the information provided in Attachment A. Applicant acknowledges, affirms, consents to, and understands that if any inaccurate, incorrect, false, or misleading information is supplied in the application, including, without limitation, the information provided in Section C and Attachment A, Applicant may be required to refund or pay back a portion or all of the funds awarded pursuant to this Grant.

Notice of Penalties The penalty for knowingly making false statements or false entries, or attempts to secure money through fraudulent means, may include fines and/or incarceration and/or forfeiture of funds under applicable state law.

Authorized Official from Sec. B (2) (Print):**Signature****Date**

SANDRA L. LOUVET

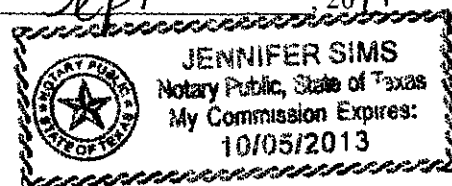
Sandra Louvet

9-9-11

State of Texas

County of HarrisSWORN TO AND SUBSCRIBED before me on the 9 day of Sept, 2011

Notary Public, State of Texas

Notary's printed name Jennifer SimsNotary's commission expires 10/05/2013**Secondary Signature & Title (Print): (for non-profits only)****Signature****Date**

REBECCA JOHNSTON, PRESIDENT

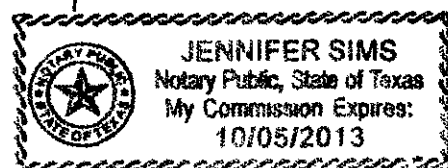
Rebecca Johnston

9-9-11

State of Texas

County of HarrisSWORN TO AND SUBSCRIBED before me on the 9 day of Sept, 2011

Notary Public, State of Texas

Notary's printed name Jennifer SimsNotary's commission expires 10/05/2013



Texans Feeding Texans: Home-Delivered Meal Grant Program

Attachment A – Meal Number Worksheet

Todd Staples, Commissioner

Applicant Organization: _____ BAY AREA MEALS ON WHEELS, INC

Applicant County: _____ GALVESTON

Please indicate, by each funding source, how many **home-delivered meals** the organization delivered* during State FY 2011, September 1, 2010 – August 31, 2011, to eligible clients** in the County for this application

Month	Title III C-2 Meals (AAA)	Program Income Meals	Title XIX Meals (DADS)	Title XX Meals (DADS)	Evercare/ StarPlus Meals	Locally Funded Meals***	Other Meals****	TOTAL Home- Delivered Meals
Sep-10						55	444	499
Oct-10						58	471	529
Nov-10						62	502	564
Dec-10						65	523	588
Jan-11						59	478	537
Feb-11						54	439	493
Mar-11						58	468	526
Apr-11						51	412	463
May-11						56	457	513
Jun-11						55	447	502
Jul-11						59	478	537
Aug-11						61	499	560
TOTAL	0	0	0	0	0	693	5,618	6,311

*Delivered - Includes a maximum of two attempted, but unsuccessful, meal deliveries per program participant per month

**Eligible Clients -- Homebound persons 60 years of age or older and/or disabled

***Locally Funded Meals may include meals paid for by fund raising and other private sources, such as United Way

****Please list Other Meal sources on a separate page, if needed

Kendra Stewart

Organization Representative

9-9-11
Date

If applicable, please provide TDA with the Region Number (Ex. Region 2) for your AAA and/or DADS Office

Regional AAA Office

Regional DADS Office

(This form is available in a downloadable Excel document on TDA's website at www.TexasAgriculture.gov)

OGDEN UT 84201-0038

In reply refer to: 0438159736
Aug. 01, 2011 LTR 4168C 0
76-0016453 000000 00
00026107
BODC: TE

BAY AREA MEALS ON WHEELS INC
14045 SPACE CENTER BLVD
HOUSTON TX 77062-2366



011376

Employer Identification Number: 76-0016453
Person to Contact: Exempt Organization
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 21, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in August 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

**BAY AREA MEALS ON WHEELS, INC.
BOARD OF DIRECTORS - 2012**

REBECCA JOHNSTON	PRESIDENT
CLEOPATRA NELSON	VICE-PRESIDENT
ANNIE BOWERSOX	SECRETARY
SANDRA LOUVET	TREASURER
RUTH TULLY	CLIENT COORDINATOR
AL SMITH	DRIVER COORDINATOR
DOROTHY FOUST	VOLUNTEER COORDINATOR
AL LIGRANI	PUBLICITY
JAYA BHAT	AT LARGE
AMAL BHATTACHARVA	AT LARGE
ALBERTA ROHLFING	AT LARGE
BRUCE WOOD	AT LARGE

RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF DAWSON (County) TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Bay Area Meals On Wheels, Inc. (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program), and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds, and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.


BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$1,000 to be used between the 1st of January, 2012 and the 31st of January, 2013.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

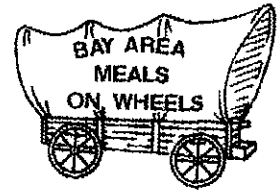
Introduced, read, and passed by the affirmative vote of the County on this 20th day of September, 2011.


Signature of Authorized Official

Mark Henry, County Judge
Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

(This form is available electronically on TDA's website at www.TexasAgriculture.gov)



**BAY AREA MEALS ON WHEELS
14045 SPACE CENTER BLVD.
HOUSTON, TX 77062**

September 9, 2011

**Texas Department of Agriculture
PO Box 12847
Austin, TX 78711**

Dear Ms. Dickens:

Bay Area Meals on Wheels is a small, local non-profit organization serving hot meals to clients in the Clear Creek Independent school district, which is located in portions of south Harris and north Galveston counties. The organization was founded in 1982 under the Texas non-profit corporation act and is a charitable organization under 501(C)(3) of the IRS code. All members of the board of directors and volunteer drivers are not compensated in any way for their services rendered.

We purchase our meals from Christus St. John hospital in Nassau Bay, TX. They provide us with a desk, chair and telephone to conduct our business. We receive our mail at the House of Prayer Lutheran Church, 14045 Space Center Blvd., Houston, TX. Therefore, we do not have any assets. Our liabilities consist of a monthly bill from St. John hospital and a yearly bill from AON Insurance company for directors' and officers' liability insurance. There are miscellaneous purchases during the year that normally do not exceed \$500.00. Because of our limited activities we do not provide a balance sheet containing assets and liabilities. Everything is handled on a cash basis of accounting rules and principles.

Please contact me if you need any more information.

Sincerely,

**Sandra Louvet
Treasurer**

**Bay Area Meals on Wheels
Monthly Financial Report
August, 2011**

Beginning Balance - Current Assets **\$25,395.26**

Checking Account	\$25,261 73	
Petty Cash	\$133 53	
Total Beginning Balance		\$25,395 26

Income **\$3,555.16**

Business	\$0 00	
Church	\$950 00	
Civic	\$0 00	
Clients	\$1,576 00	
Individuals	\$530 00	
Grant, Harris Cnty	\$497 00	
Interest	\$2 16	
Total Income		\$3,555 16

Expenses **(\$5,095.43)**

St John Hospital	\$5,079 25	
Supplies (from Petty Cash)	\$11 18	
Sec State fee	\$5 00	
Total Expenses		\$5,095 43

Closing Balance - Current Assets **\$23,854.99**

Checking Account	\$23,732 64	
Petty Cash	\$122 35	
Total Closing Balance		\$23,854 99

JSCFCU-CD	12 month 1 05% 4/19/12	\$25,074 15	
JSCFCU-CD	24 month 1 45% 9/21/12	\$30,375 14	
JSCFCU-CD	24 month 1 35% 2/08/13	\$50,320 78	
TOTAL CDs			\$105,770 07

Total Assets **\$129,625.06**

July Meals/St. John Hospital

1282 Hot Meals		
231 Lunches		
1048 2% Milks		
234 Lac Free Milks		
1,513	Total meals invoiced	\$5,079.25

Contributors

Norman Farr	CL United Methodist Church
Jeffrey Taipas	St Thomas the Apostle
Mary Baldwin	

Lynn Bell Osina, CPA, PC

Certified Public Accountant

February 21, 2011

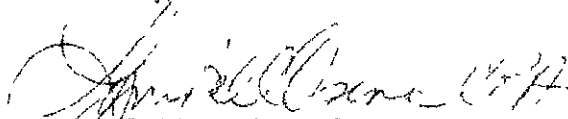
Mr. Erett A. Knobloch, Treasurer
Bay Area Meals on Wheels
18327 Barbuda Lane
Nassau Bay, Texas 77058

Dear Mr. Knobloch,

I have reviewed the financial records and Treasurer's report of the financial activities of the Bay Area Meals on Wheels as of December 31, 2010. The report is prepared on the cash basis of accounting and the receipts and disbursements have been properly recorded and disclosed.

Please call if you have questions or need any additional information.

Sincerely,



Lynn Bell Osina, CPA, PC

**16856 Royal Crest Drive
Houston TX 77058**

**281-333-9296
281-333-1176 Fax**

**E-Mail
lynn@lynnbellosinacpa.com**

**Bay Area Meals on Wheels
Financial Report
Year End 2010**

Cash Balance at Beginning of Year \$28,063.58

Receipts

Business	3,576.05
Church	15,395.70
Civic	1,250.00
Clients	22,152.53
Individuals	2,687.00
Interest on Checking	26.81
Interest on BOA CDs	542.60
Deposit from 3 CDs Bank of An	60,643.27
Grants Harris and Galveston Co	31,161.63

Total Receipts 137,435.59

Disbursements

St. John Hospital	-56,982.75
AON Insurance	-886.00
Office Depot/ Misc Supplies/Tax	-860.12
Christmas Gifts	-162.48
Purchased 2 CDs JSC Credit Union	-60,005.00

Total Disbursements -118,896.35

Closing Balance Checking Account \$46,602.82

JSC Credit Union 24mt. 1.46% 9/12/12 30,000.00

JSC Credit Union 12mt. 1.55% 4/11/11 30,005.00

Interest on CDs JSC 371.34

Total CD 60,376.34

Closing Balance/Checking and CDs \$106,979.16

15,205 St. John Hospital	
2,744 Sack Lunches/ ST. John	
14,295 Milk/ST. John	
17,949 Total Meals	56,982.75

AGENDA

ITEM

#18

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

September 16, 2011

TO: Hon Mark Henry, County Judge
Members of Commissioners' Court

FROM: Dennis J Harris, Director
Department of Parks & Senior Services

SUBJECT: Agenda Item- Contract Instructors Agreements

Please place the following item on Commissioners' Court Agenda for Tuesday, September 27, 2011

" Consideration of approval of contract instructors' agreements between Galveston County Department of Parks & Senior Services and Program Instructors at various Senior Centers and authorize the Parks Director to sign agreements, submitted by the Parks & Senior Services Director "

The purpose of this action is to execute (2) agreements at various community centers for the purpose of Ceramic Instruction and Chair Tai Chi classes for FY2012. Attached please find a copy of both agreements for your review

Should you have any questions please let me know

A handwritten signature in black ink, appearing to read "Dennis J. Harris", is written over the printed name.

DENNIS J HARRIS

Attachments

cc Evelyn Markides, Senior Services Manager

memos/agenda contractinstructors 2011

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources

Galveston County Parks & Senior Services Class Instructor Agreement

This Memorandum of Understanding is by and between **Galveston County Department of Parks & Senior Services (Senior Services)** and the **Instructor (Gloria Konz)**. Its purpose is to provide instruction for Courses to be conducted for participants in the various Senior Citizen Centers located throughout Galveston County.

The parties agree that the **Instructor**, in consideration of payment to be made by **Galveston County** will instruct the following Courses at the following locations on the following dates and times

Name of Course.	Beginning and Advanced Ceramic Instruction
Beginning Date of Course:	October 1, 2011
Ending Date of Course:	September 30, 2012
Number of Course Sessions:	116 classes
Time of Course	Thursdays 10-11:30 (Beginning) and 1-4pm (Advanced)
Location Course taught:	Johnson Community Center
Consideration Paid	Instructor
Per Course Session:	\$33.33 per hour

Senior Services will:

- register all individuals on or before the beginning date of the Course;
- provide the location for the Course; and
- provide **Instructor** with a roster containing the names of all enrollees; and
- provide the following supplies and materials: **\$300.00 worth of supplies ordered with a purchase order. Items such as silk and wool sponges, slip, metallic rub, stains, paints, brushes, glaze, gloss spray finish, matte spray and green ware.**

Instructor will:

- provide the following supplies and materials N/A _____
- _____
- instruct the Course at the location and on the dates and times specified above, and
- continually monitor all activities of Course participants to help ensure a safe environment.

Instructor understands that there is no guarantee that there will be sufficient interest in a Course being offered and that a scheduled Course may be cancelled at any time for any reason or no reason up until the Beginning Date of the Course. In the event of such a cancellation, **Instructor** will be paid \$25 00 for their inconvenience.

Instructor also understands that once a Course begins it may be cancelled or may similarly be terminated due to lack of interest by participants or for any other reason or no reason as determined necessary or prudent by **Senior Services**. In the event of such termination, **Instructor** will be paid for the number of Course Sessions actually taught plus a cancellation fee of \$25.00.

Instructor will be paid on a monthly basis for the number of Course Sessions actually taught.

Instructor will submit monthly invoices containing the date of each Course Session to:

Ms. Teresa Ortiz, Senior Services Operations Manager
Galveston County
Department of Parks & Senior Services
4102 Main Street (FM 519), La Marque, Texas 77568

Upon receipt of an undisputed invoice **Galveston County** will tender payment to **Instructor** within thirty (30) days. In the event of a dispute on an invoice the parties will use their best efforts to resolve the dispute in a timely manner.

All notices and other communications permitted or required to be given pursuant to this Agreement shall be in writing and addressed to the party at the address set forth at the end of this Agreement

The relationship between the parties is that of an independent contractor. **Instructor** will be solely responsible for their own acts or omissions or the acts or omissions of those who are operating under their direction and control and for the acts or omissions of any other agent or any employee used by them in providing the services contemplated by this Agreement.

This Agreement

- is not transferable;
- constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements;
- may not be amended or waived, in whole or in part, except in writing signed by both parties,
- is governed by, and interpreted in accordance with the laws of the State of Texas and venue shall lie in Galveston County, and
- shall not be construed to be for the use or benefit of any third party except other political subdivisions upon their becoming party signatories to this Agreement.

In Witness Whereof the parties have executed this Agreement effective on the date listed above.



Dennis J. Harris, Director
Galveston County
Department Parks & Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568

Date:

9/27/11

Instructor:

Address:

Galveston County
1006 Hollister Ave
League City, 77583

Date:

9/23/11

Galveston County Parks & Senior Services Class Instructor Agreement

This Memorandum of Understanding is by and between **Galveston County Department of Parks & Senior Services (Senior Services)** and the **Instructor (Charles Morris)**. Its purpose is to provide instruction for Courses to be conducted for participants in the various Senior Citizen Centers located throughout Galveston County.

The parties agree that the **Instructor**, in consideration of payment to be made by **Galveston County** will instruct the following Courses at the following locations on the following dates and times:

Name of Course:	Chair Tai Chi, Stretchersize
Beginning Date of Course:	October 1, 2011
Ending Date of Course:	September 30, 2012
Number of Course Sessions	156
Time of Course	Each Center schedules their sessions
Location Course taught	Bacliff, Dickinson, and Johnson Community Centers
Consideration Paid Instructor Per Course Session	Bacliff and Dickinson have classes once a week at \$40.00 an hour. The Johnson Center has a combination class of Chair Tai Chi and Stretchersize once a week for 1.5 hours at \$60.00

Senior Services will

- register all individuals on or before the beginning date of the Course,
- provide the location for the Course; and
- provide **Instructor** with a roster containing the names of all enrollees; and
- provide the following supplies and materials: **N/A**_____

Instructor will:

- provide the following supplies and materials: **N/A**_____
- instruct the Course at the location and on the dates and times specified above; and
- Continually monitor all activities of Course participants to help ensure a safe environment.

Instructor understands that there is no guarantee that there will be sufficient interest in a Course being offered and that a scheduled Course may be cancelled at any time for any reason or no reason up until the Beginning Date of the Course. In the event of such a cancellation, **Instructor** will be paid \$25.00 for their inconvenience.

Instructor also understands that once a Course begins it may be cancelled or may similarly be terminated due to lack of interest by participants or for any other reason or no reason as determined necessary or prudent by **Senior Services**. In the event of such termination, **Instructor** will be paid for the number of Course Sessions actually taught plus a cancellation fee of \$25.00.

Instructor will be paid on a monthly basis for the number of Course Sessions actually taught

Instructor will submit monthly invoices containing the date of each Course Session to:

Ms. Teresa Ortiz, Senior Services Operations Manager
Galveston County
Department of Parks & Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568

Upon receipt of an undisputed invoice **Galveston County** will tender payment to **Instructor** within thirty (30) days. In the event of a dispute on an invoice the parties will use their best efforts to resolve the dispute in a timely manner.

All notices and other communications permitted or required to be given pursuant to this Agreement shall be in writing and addressed to the party at the address set forth at the end of this Agreement

The relationship between the parties is that of an independent contractor. **Instructor** will be solely responsible for their own acts or omissions or the acts or omissions of those who are operating under their direction and control and for the acts or omissions of any other agent or any employee used by them in providing the services contemplated by this Agreement.

This Agreement:

- is not transferable;
- constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements;
- may not be amended or waived, in whole or in part, except in writing signed by both parties;
- is governed by, and interpreted in accordance with the laws of the State of Texas and venue shall lie in Galveston County; and
- shall not be construed to be for the use or benefit of any third party except other political subdivisions upon their becoming party signatories to this Agreement.

In Witness Whereof the parties have executed this Agreement effective on the date listed above.



**Dennis J. Harris, Director
Galveston County
Department of Parks & Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568**

Date: 9/27/11

Instructor:

Charles H. Morris

Address:

P.O. Box 925245
Houston TX 77292
281-964-5856

Date:

9-26-11

AGENDA

ITEM

#19

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

September 20, 2011

To: Hon. Mark Henry, County Judge

Members of Commissioner's Court

From: Dennis J. Harris, Director
Galveston County Parks & Senior Services

SUBJECT: Agenda Item- City of League City Inter-local Agreement

Please place the following item on Commissioner's Court Agenda for Tuesday, September 27, 2011

"Consideration of approval of inter-local agreement between Galveston County and the City of League City for construction of recreational facilities at Walter Hall Park submitted by Parks & Senior Services Director "

The City of League City have proposed to create a proposed League City Clear Creek Paddling Trail System, which will have (5) canoe/kayak launch areas along Clear Creek. Walter Hall Park will be one of the launch areas with signage. Attached please find the inter-local agreement for your consideration. County Legal is currently reviewing the proposed agreement and I will provide the final at Commissioner's Court.

Should you have any questions, please let me know.

A handwritten signature in cursive script, reading "Dennis J. Harris".

DENNIS J. HARRIS

Attachments: Inter-local agreement

cc: Harvey Bazeman, County Legal

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources.

INTERLOCAL AGREEMENT

**Between Galveston County, Texas and the City of League City, Texas
For construction of Recreational Facilities**

STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of League, Texas ("League City") and Galveston County, Texas, (the "County") acting by and through their respective governing bodies. This Agreement is made pursuant to Chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and Chapter 505 of the Texas Local Government Code (the Development Corporation Act, Type B Corporations, as amended) to the extent it applies to this Agreement.

RECITALS

WHEREAS, League City, a home rule municipality partially located in Galveston County, Texas, and County desire to construct a canoe ramp and related improvements ("Project") in Walter Hall Park, a County park, and to incorporate such Project as one of five (5) boat launch areas for the proposed League City Clear Creek Paddle Trail system, and to further the educational, recreational and athletic opportunities available to citizens in League City and northern Galveston County, and

WHEREAS, it is deemed to be in the best interest of the citizens of both League City and the County that certain existing and future public facilities belonging to the County be jointly developed, used, and operated to utilize public funds in a manner that maximizes the benefit and service to the citizens of the League City and the County, and

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal agreements between local governmental entities such as League City and the County, specifically authorizing such entities to contract for governmental functions and services, including in the area of parks and recreation, and

WHEREAS, Chapter 505 of the Texas Local Government Code provides that a municipality may authorize the creation of a Type B Development Corporation, to use the sales and use tax, including any amount previously authorized and collected, for a specific sports venue project, including related infrastructure or a specific category of sports venue projects, including related infrastructure, which include parks and park facilities, and

WHEREAS, pursuant to Ordinance No. 94-54 the City authorized the creation of a Type B Development Corporation as a Texas Non-Profit Corporation to act on behalf of the City to, among other things, undertake, finance and complete the construction of projects, including the

promotion and development of amateur sports facilities and the expenditure of all sales tax revenues received from the City as levied and collected under the authority of the Act (the "4B Funds"), and

WHEREAS, League City is willing to enter into this Agreement and to participate in the Project by constructing, or causing to be constructed, certain canoe ramp and related improvements for the Project in consideration of the County's agreement to provide to League City a non-exclusive easement over, on and across Walter Hall Park upon which League City shall construct or cause to be constructed such improvements,

NOW, THEREFORE, League City and the County, in consideration herein contained, do mutually agree as follows:

TERMS

1. Appointment of Project Coordinators

League City and the County shall each appoint a Project Coordinator. The Project Coordinator for League City shall take all steps necessary to administer and supervise the implementation of the design, engineering, constructing, or causing to be constructed, the canoe ramp and related improvements (the "Project"). The Project Coordinator for the County, to be assigned by the County Commissioner, Precinct 4, shall give final review and approval of all stages of the Project.

2. General Obligations

To the extent of any appropriations by County toward construction of the Project, League City may administer such County financial contributions to facilitate the construction of the Project. The mutual obligations outlined herein will constitute full funding for all planning, design, engineering and construction of the Project. Neither Party shall be entitled to any reimbursement for its financial contribution hereunder. League City shall provide the exclusive funding for the planning, design, and engineering of the Project. The County shall not incur any liability for failure to expend funds towards the construction of the proposed Project, except as specifically provided herein. League City understands and agrees that it has certified funds under this Agreement for the pre-construction design and engineering planning phase of the Project. No provision in this Agreement shall prohibit either Party from seeking financial funding or in-kind reimbursement from any state or federal agency or program. The sole remedy for failure to complete the Project as set forth in accordance with this Agreement or for breach of any provision of this Agreement is termination.

3. Site Location

League City and the County agree that the proposed Project will be constructed within and around Walter Hall Park in League City Texas, for the mutual benefit of the citizens of League City and the County. Once completed, the Project will be designated as one of five (5) boat launch areas for the proposed League City Clear Creek Paddle Trail system. The methods to be

utilized for construction of certain tangible structures and related improvements will include, but will not be limited to the following:

- a. Preparation of, or cause to be prepared, drawings and specifications for the Project and submission of them to County Commissioner, Precinct 4 assigned Project Coordinator for review and approval.
- b. Award of contract(s) for construction, in connection with the approved design and engineering plans for the construction, the utilization of labor and equipment in the employ or inventory of such contracted companies at the direction of League City's Project Coordinator.
- c. The use of funds primarily derived from League City which League City may choose to be supplemented by the named 4B Funds for the planning, design and engineering phases of the Project, with the County committing funds as set forth below for the final construction of the project.
- d. Utilization of supervisory employees of each party to this agreement.
- e. Utilization of other resources mutually agreed upon as between the parties

4. Rights and Duties of County

County agrees:

- a. To participate in the planning of the design, engineering and construction of recreational facilities referred to above by providing County staff members knowledgeable about the County's current construction methods, schedule, and procedures.
- b. To participate in the construction of the Project by granting to League City a non-exclusive easement over, on and across Walter Hall Park upon which League City shall construct or cause to be constructed such improvements and to ensure that public access is restricted for labor and equipment to adequately proceed with construction of the Project (see attached map of areas to be constructed as part of this agreement). The estimated amount for the construction phase of the Project is \$ _____. The County agrees to contribute funding for the construction phase of the Project in the amount of \$ _____ to complete the work, subject to approval of such funding by Galveston County Commissioner's Court.
- c. To provide review of all Project drawings and specifications submitted by League City and, upon its request, to submit additions, deletions or modifications, if any, in order for League City to award a contract for the construction of the Project.
- d. To provide adequate supervision for the above-referenced construction by meeting with all contractors awarded contracts by League City to perform and complete the Project

- e. To assist in overall control of the maintenance, repair and upkeep of the above-described underlying park land property where the facilities lie on an as-needed basis and to assist with maintenance or repair of the underlying park land property beyond the scope of what the equipment or manpower League City can accomplish.
- f. To release League City from the obligation of this agreement if funds are not made available to the County for the final construction phase of the project.
- g. To maintain portions of the Project under the direct control of Galveston County.

5. Rights and Duties of League City

League City agrees:

- a. To provide funds for the planning, design, engineering phase of the Project for the canoe ramp and related improvements necessary to construct the above described recreational facilities.
- b. To allow for the County to provide funds for the costs of the construction phase on the above described recreational facilities.
- c. To bid out, award contracts and supervise the construction activities of all contractors and subcontractors required to adequately construct all other items beyond the scope of the work being carried out by the County in its overall control of the underlying park land.
- d. To release the County from the obligation of this agreement if the funds are not made available to League City for the final construction phase of the project.
- e. To assist in coordinating the scheduling of the construction of the facilities with the crews that will perform the work described above.
- f. To schedule construction meetings by private contractors at a time or times that are convenient for the County.
- g. To maintain portions of the recreational facilities of the Clear Creek Paddle Trail system within the territorial jurisdiction of League City.

6. Term and Termination

This Agreement shall become effective when approved by the Commissioners Court of Galveston County and the City Council of League City, Texas and signed by all parties. Either party may terminate this Agreement at any time prior to League City's award of the contract to construct the Project by giving the other party 30 days prior written notice of its intent to terminate.

7. Notices and Communications

All notices and communications required or permitted to be given by the County to League City under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to League City, Attention: City Manager, 300 W Walker League City, Texas. 77573. All notices and communications required or permitted to be given by League City to the County under this Agreement may be given by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to Galveston County, Attention: County Commissioner, Precinct 4, 174 Calder Road, League City, Texas 77573.

8. Entire Agreement

This instrument contains the entire agreement between the parties relating the rights herein granted and the obligations herein assumed. No oral representation between the parties made prior to or after execution of this Agreement or any modifications or amendments concerning this Agreement will be of no force and effect excepting upon the mutual consent of the parties any subsequent modification or amendment be evidenced in writing, signed by all parties hereto

Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid

This Agreement is governed by the laws of the State of Texas and venues shall lie in Galveston County, Texas.

IN TESTIMONY OF WHICH, this Agreement has been executed in triplicate, each to have the force and effect of an original as follows:

(a) It has been executed on behalf of the County on the ____ day of _____ 2011, by the County Judge of Galveston County, Texas, pursuant to an order of the Commissioners Court of Galveston County, Texas, authorizing such execution, and

(b) It has been executed on behalf of League City on the ____ day of _____ 2011, by its Mayor, and attested by its City Secretary, pursuant to authorization of the City Council of League City, Texas, authorizing such execution.

APPROVED AS TO FORM:

HARVEY BAZAMAN
County Attorney

GALVESTON COUNTY, TEXAS

By _____
Assistant County Attorney

By 
MARK HENRY
County Judge

ATTEST:

LEAGUE CITY

BARBARA LONG
City Secretary

By _____
TIM PAULISSEN
Mayor

AGENDA

ITEM

#20

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2011-2012 SCHOOL YEAR

FUNDING PARAMETERS

FUNDING:

For the 2011-2012 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

"Discretionary" expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These "discretionary" students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For 2011-2012, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

- 1 Any additional ADA, funding allotment or grant that the Fiscal Agent receives shall be deducted from the overall cost in determining net cost. The CAP anticipates receiving funds from Harris County Department of Education attributable to an Option 4 agreement between Texas City Independent School District and Laredo Independent School District. Provided that, no recapture funds received directly or indirectly from a Chapter 41 school district pursuant to an Option 4 agreement shall be used to reduce the pro-rata cost of that Chapter 41 school district.
- 2 Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.
- 3 Each District shall pay its projected annual fixed costs in advance (to maintain access to the program; after September 1 of the fiscal year), with

the balance of projected/actual costs to be as noted below in paragraph 3 c. Total expense to each District for the annual operation of the program will be based on

- a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1st. Calculations on percentage of District ADA to be from June 2011 PEIMS report for fixed costs
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2012 PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement)
4. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
 5. All instructional materials will be selected and ordered by the Fiscal Agent
 6. For the 2011-2012 school year the CAP will be physically located in Texas City ISD, at the Woodrow Wilson site on 14th Avenue North. The data circuits as provided by Texas City ISD through their service provider, at the facility will be billed to Dickinson ISD, paid by Dickinson ISD to Texas City ISD on a pro-rata basis. Other expenses reimbursed to Texas City ISD will include pro-rata share of copier use, utility consumption on a square foot pro-rata basis, custodial services and other related services required for the day-to-day operation of the program
 7. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the

County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas, and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually, and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a "disciplinary alternative education program" with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the County Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned "secondary student" status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff's office

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows.

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties

II GOVERNANCE

- 2.01 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the situs of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.02 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.03 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval, shall disburse program funds applicable to education services, shall be responsible for educational personnel serving the campus and program, shall maintain all educational records applicable to the program, shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.04 The Governing Board of the CAP shall include.
- * Chairperson The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members. (each with one vote) -- Six (6) school district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.05 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.06 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III FINANCIAL OBLIGATIONS

- 3 01 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement
- 3 02 Funds, which must follow a placed student, include those under TEC Section 37.008(g)
- 3 03 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3 04 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.
- 3 05 SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV BUDGETING

- 4 01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the ensuing year. Such budget shall consider, without limitation,
- a Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b No fewer than four full time classroom teachers as necessary and advisable for the program
 - c Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d Salaries for teachers/substitutes, etc
 - e Salaries for paraprofessional support functions
 - f Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g Appropriately approved counseling services, social services, behavior coach services, etc
 - h Educational supplies
 - i Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j Equipment as required for educational services
 - k Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V INVOICING

Upon the conclusion of the school year, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District. The invoice shall reflect a per diem rate based upon the actual number of calculated ADA identified by CAP Memorandum of Understanding.

2011-2012 School Year

District In the event of expenditure in excess of the budget due to unanticipated needs, Fiscal Agent may recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the program administrator for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINISTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Texas City ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Texas City ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Texas City ISD or any other District.

VIII. LIABILITY/TERM

- 8.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

- 8.02 The term of this Agreement shall be for the 2011-2012 school year according to the school calendar of Dickinson ISD
- 8.03 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.01 The daily administration of all aspects of the CAP including the Code of Conduct, will be conducted by the Fiscal Agent District under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.02 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, will be assigned to the County JJAEP program at the expense of the sending district.
- 9.03 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.04 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement).
 - 1 Students expelled under TEC section 37.0081 (a), provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

- 1 Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled after the second Friday in May.
 2. Students not specifically eligible, but assigned by voluntary agreement between a participating school district and a student's parents, may be enrolled in the CAP providing the sending District agrees to assume all costs
 - 3 Students expelled under TEC section 37.007 (b), (c) (f) or (i) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County.
- 9 05 1 The Parties agree to comply with the following admission procedures:
- a The sending District shall notify the Director of Alternative Education or the Director's designee of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion
 - b An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2)
 - c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081
 - d District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04
 - e An expelled student may attend the CAP providing space is available
 - f Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration
 - 1) Parent contact information,
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate,
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records,

- 6) Students disciplinary records,
 - 7) Transfer grades for each class;
 - 8) TAKS/other tests summary sheets,
 - 9) Current year grade reports (including progress reports, report cards, etc)
 - 10) Current School transcript,
 - 11) High School graduation plan,
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL,
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent, and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts
- 2 The sending district shall assign the student to a minimum period of 75 days (special exception only with mutual agreement of sending District and the Director of Alternative Education prior to issuance of the expulsion order) Assignment shall not exceed 85 days A CAP evaluation rubric shall allow for release prior to completion of 75 days, but most students will complete a minimum of 60% of the placement (excepting capacity concerns/problems)
- a CAP will operate on the Fiscal Agent's school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's first semester The CAP shall not accept or release students after the second Friday in May
 - b Expulsions occurring on or before the second Wednesday in May shall be accepted if the completed expulsion paperwork is received by CAP before the end of the school day on that Wednesday
 - c. Students must attend orientation and begin attending CAP by the 3rd Tuesday in May. The educational services for any student with an expulsion not enrolled by that date shall remain the responsibility of the sending district until the start of the next school year
 - d. CAP will not accept or release students during the week prior to or the week of state tests In spring 2011, weeks that CAP will hold orientations but will not accept or release students because of tests include weeks beginning February 21, February 29, April 18 and April 25

b. CAP will not accept or release students the week prior to or the week of state assessments. Based on the calendar in place at the time of the preparation of this document, the exclusion weeks are as follows:

Grade Level	Week
10,11,or 12	February 27, March 5
7,8, or 9	March 19, March 26
6,7,8,10,11, or 12	April 16; April 23

c. Expulsions for 1st year 9th graders will be accepted through April 20, providing the paperwork is received at CAP by the end of the school day on that date. Students must attend orientation and begin CAP on or before April 30. The educational services for a student not attending by April 30 shall remain the responsibility of the expelling district until the start of the next school year.

d. Expulsions for repeating 9th graders, as well as for those in grades 6,7,8,10,11, and 12 will be accepted through May 2, providing the paperwork is received at CAP by the end of the school day on that date. Students must attend orientation and begin CAP on or before May 10. The educational services for a student not attending by May 10 shall remain the responsibility of the expelling district until the start of the next school year.

3. Prior to the completion of the student's placement in the CAP, the program's administration will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
4. The CAP administrator will conduct an admission conference with the student and a parent or guardian to review all the CAP requirements and answer any questions on the first day of attendance.
5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. The CAP site in Texas City has no provision to accommodate personal transportation, and such transportation shall not be allowed. In the event a student misses the bus for some excusable reason, parent delivery may be arranged with the CAP site administrator. Any request beyond that would require consideration by the Director of Alternative Education, but should not include parental preference to deliver and pick up the expelled student. If a student is removed from the bus for disciplinary reasons, delivery by other methods would require approval of the Director of Alternative Education. Daily attendance of expelled students assigned to CAP is required.
6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.

9.06 In the event the Director of Alternative Education or the Director's designee believe the CAP is unable to meet the needs of an expelled student, the Director or the Director's designee may initiate the appeals process.

- 1 If a special education student is involved, the Director or Director's designee shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services
- 2 For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the Director of Alternative Education, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.

9.07 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD

Each District has developed its own criteria for expulsions and its own definition of serious or persistent misbehavior, and that criteria and definition are accepted for purposes of this Agreement. Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may or shall result in placement at the CAP

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP administrator. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open

9.08 Each student shall be provided an educational progress/facilitation plan. CAP staff and administration shall regularly review the student's academic progress. In the case of a high school student, the CAP administrator of the education component, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP administrator and the student's sending campus as outlined by the

TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District

- 9.09 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain in the CAP setting once the student has completed their assigned days of placement in order to meet holiday schedules.
- 9.12 Placement of students with disabilities who receive special education services.
 - 1 The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.
 - 2 Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
 - 3 A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
 - 4 The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the administrator of the CAP or the administrator's designee with

reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.

5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the DISD calendar, and will monitor progress of IEP goals every six nine weeks.
7. If, after placement in the CAP, a teacher of the program or the administrator has concerns that the student's educational or behavioral needs cannot be met in the CAP, the administrator or designee shall immediately provide written notice of those concerns to the sending District. (See section 9.06)

9.13 Placement of a student with a Section 504 Accommodation Plan

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP administrator prior to scheduling an orientation for the student.

9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d), following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.

9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.

9.16 This Agreement is effective August 1, 2011 through August 31, 2012. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2012. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the 2nd day of June, 2011, the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2011; and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2011

GALVESTON COUNTY COMMISSIONER'S COURT

By Mark Henry

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By Nike Mackey

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By Don Lee

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By Rebecca Yellenberg

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By Kelly Chambers

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By _____

LA MARQUE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

Aug 26, 2011

By Ann C. Burton

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

By John Rothermel

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization

Aug 7, 2011

By Hal Bering

AGENDA

ITEM

#21

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Caroline Street Pavement Reconstruction Project

Owner: Galveston County
Contractor: AAA Asphalt Services, Inc.
Engineer: Shelmark Engineering

Contract Number: CM11087
Purchase Order Number: C105053
Bid Number: B111025

Work Being Changed

Addition of 7 days to contract, 48 LF 12-inch RCP pipe, 1 EA Type III Barricade. Overage of 53 LF 18-inch RCP pipe, 48 LF 24-inch RCP pipe, 2 LF saw cut of existing concrete roadway, 33.32 SY remove and dispose of concrete pavement, 10.22 SY lime manipulation, 21.51 tons of lime flyash blend and 83.96 SY 6-inch thick concrete driveway pavement. Underage of 16 LF 30-inch reinforced concrete pipe, 16 LF 48-inch RCP pipe, 1,540 SY 8-inch thick asphalt base and 89.72 Ton 1-1/2 thick asphalt pavement.

CHANGE IN CONTRACT PRICE

Original Contract Price: \$735,068.50
Net Change From
Previous Change Orders: + \$0.00
Contract Price Prior To
This Change Order: \$735,068.50
Net (Increase)/Decrease Of
This Change Order: \$-18,289.91
Contract Price With All
Approved Change Orders: \$716,778.59

CHANGE IN CONTRACT TIME

Original Contract Time: 120 Days
Net Change From
Previous Change Orders: - 00 Days
Contract Time Prior To
This Change Order: 120 Days
Net (Increase)/Decrease Of
This Change Order: 7 Days
Contract Time With All
Approved Change Orders: 127 Days

RECOMMENDED: Mike Fitzgerald DATE: 9-15-11
C. Engineer

By: Randall J. Liska Date: September 13, 2011
Randall J. Liska, P.E. Project Engineer

APPROVED:
County Of Galveston

By: Mark Henry
Mark Henry, County Judge

Date: September 27, 2011

Attest: Dwight D. Sullivan
Dwight D. Sullivan, County Clerk

ACCEPTED:
Contractor

By: Royford Colburn
AAA Asphalt Paving Inc. (Authorized Signature)

Date: 9-14-2011

Royford Colburn
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1 Caroline Street Pavement Reconstruction Project

Pay Item No.	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		(OVERRUN)/UNDER RUN
					QUANTITY	ITEM COST	QUANTITY	ITEM COST	
		Overage of 48 LF 12-inch reinforced concrete pipe.	LF	\$28.00	N/A	N/A	48.00	\$1,392.00	\$1,392.00
		Overage of 53 LF 18-inch reinforced concrete pipe.	LF	\$30.00	N/A	N/A	53.00	\$1,590.00	\$1,590.00
		Overage of 48 LF 24-inch reinforced concrete pipe.	LF	\$40.00	N/A	N/A	48.00	\$1,920.00	\$1,920.00
		Overage of 2 LF saw cut concrete road at Mackey St.	LF	\$8.50	N/A	N/A	2.00	\$17.00	\$17.00
		Overage of 33.32 SY remove and dispose of concrete pavement.	SY	\$6.50	N/A	N/A	33.32	\$216.58	\$216.58
		Overage of 10.22 SY Lime manipulation.	SY	\$3.00			10.22	\$30.66	\$30.66
		Overage of 21.51 Tons Lime Flyash Blend.	TON	\$145.00			21.51	\$3,118.95	\$3,118.95
		Overage of 83.96 SY 6-inch thick concrete driveway pavement.	SY	\$45.00			83.96	\$3,778.20	\$3,778.20

DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		(OVERRUN)/UNDERRUN
			QUANTITY	ITEM COST	QUANTITY	ITEM COST	
Overage of 1 EA Type III Barricade.	EA	\$1,250.00			1.00	\$1,250.00	\$1,250.00
Underage of 16 LF 30-inch reinforced concrete pipe.	LF	\$50.00	N/A	N/A	16.00	(\$600.00)	-\$600.00
Underage of 16 LF 48-inch reinforced concrete pipe.	LF	\$95.00	N/A	N/A	16.00	(\$1,520.00)	-\$1,520.00
Underage of 1,540 SY 8-inch thick base for temporary asphalt lane extension.	SY	\$14.50	N/A	N/A	1,540.00	(\$22,330.00)	-\$22,330.00
Underage of 89.72 Tons 1-1/2 inch Asphalt pavement.	Ton	\$77.50	N/A	N/A	89.72	(\$6,953.30)	-\$6,953.30
TOTAL - CHANGE ORDER 1						(18,289.81)	-\$18,289.81

AGENDA

ITEM

#22

September 15, 2011

Mr. Mike Fitzgerald, P.E.
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

Reference **Amendment No. 1 to the Pate Engineers, Inc. Services Contract for Owens Drive**

Dear Mr. Fitzgerald:

Pate Engineers, Inc. (PATE) respectfully submits this proposal for additional professional engineering services for the preparation of construction documents for the above referenced project. Subsequent to PATE issuing the notice to proceed, the Contractor notified PATE that the proposed storm sewer system was in conflict with an existing underground fiber optic cable owned by Verizon.

PATE met with the contractor in the field to review the matter and confirm the extent of the conflict, then immediately began coordinating with the Contractor and their suppliers in order to develop a cost effective solution to eliminate the conflict and minimize any additional costs. A goal of the design solution was to ensure that the original project schedule be maintained. As a result of this coordination, PATE determined that shifting the storm sewer system beneath the southbound lane of the proposed pavement would eliminate the conflict. This proposed design solution also incorporated materials the Contractor had already purchased thereby minimizing any additional cost. PATE then prepared revisions to the construction plans to incorporate the re-designed storm sewer system and negotiated with the Contractor to incorporate the proposed modifications into the contract. For performance of the services defined above PATE requests an additional lump sum fee of \$4,500.

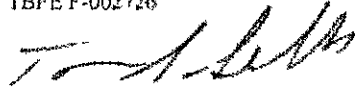
Upon approval of this proposal, PATE will invoice for this service. I appreciate the opportunity to present this proposal and being of service on this project.

Mr Mike Fitzgerald, P.E
Galveston County Engineer
September 14, 2011
Page 2 of 2

If you need additional information in support of this proposal, please do not hesitate to call me at 713-462-3178

Very truly yours,

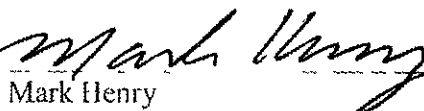
PATE ENGINEERS, INC.
IBPE F-002726



Travis S. Selleis, P.E.
Senior Project Manager

Original Contract Amount	\$ 388,407
<u>Amendment No. 1 Amount</u>	<u>\$ 4,500</u>
Revised Contract Amount	\$392,907

Accepted



Mark Henry
County Judge

Date

9/27/11



Attest.


Dwight Sullivan
County Clerk

J:\309\130600500 Owens Drive Galveston County Bond Program\200 PROJ MCM1\00 Proposal\Owens Street Addn'l Design Request 09-13-11.doc

AGENDA

ITEM

#23

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 3
Melody Lane Reconstruction

Owner: Galveston County
Contractor: Conrad Construction Co., LTD
Engineer: Klotz Associates, Inc.

Contract Number: B111028
Purchase Order Number: *C 105682*
Bid Number

Work Being Changed

6010-2029 Communication Cable 22 awg (25 pair)

CHANGE IN CONTRACT PRICE

Original Contract Price: \$3,056,531.00
Net Change From
Previous Change Orders. \$7,250.17 (CO 1,2,
Contract Price Prior To
This Change Order: \$3,063,781.17
Net Increase/Decrease Of
This Change Order: \$865.54
Contract Price With All
Approved Change Orders: \$3,064,646.71

CHANGE IN CONTRACT TIME

Original Contract Time: 300 Days
Net Change From
Previous Change Orders. 11 Days
Contract Time Prior To
This Change Order: 311 Days
Net Increase/Decrease Of
This Change Order: 1 Days
Contract Time With All
Approved Change Orders: 312 Days

RECOMMENDED:

By: *Katherine A. Neas*
Engineer (Consultant)

By: *Mike Reynolds*
Engineer (County Engineer)

Date: 9-19-11

APPROVED:

County Of Galveston

By: *Mark Henry*
Mark Henry, County Judge

Date: 9/27/11

Attest: *Dwight D. Sullivan*
Dwight Sullivan, County Clerk

ACCEPTED:

Contractor

By: *Robert Barrow*
Contractor (Authorized Signature)
ROBERT BARROW
VICE PRESIDENT

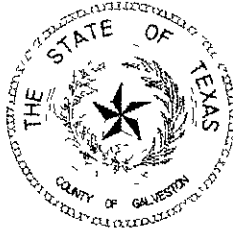
Printed Name

Date: 9-19-11

AGENDA

ITEM

#24a



COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B092031, Automotive Parts and Supplies

Gentlemen,

The contract associated with Bid #B092031, Automotive Parts and Supplies is scheduled for its second and final extension on October 28, 2011. The contracted vendor for this service is Santa Fe Auto Parts, Inc. There are no changes to the current contract.

It is requested that you authorize an extension on this contract

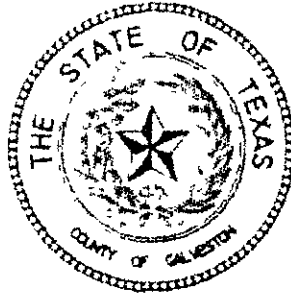
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, reading "Gwen McLaren, CPPB". The signature is written in a cursive, flowing style.

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date September 13, 2011

To. Rufus Crowder
Purchasing Agent

From Layne Harding
Road Administrator

A handwritten signature in black ink, appearing to be "L.H.", written over the printed name "Layne Harding".

Re **RFP# B092031 – Automotive Parts and Supplies**

I recommend extending the current RFP with Santa Fe Auto Parts, Inc for another year

LH/djs

Dennis J. Harris, Sr.
Director



Galveston County Department of Parks & Senior Services

www.galvestonparks-seniors.org

MEMORANDUM

September 19, 2011

To Rufus Crowder, Purchasing Agent CPPB
Galveston County

From Dennis J. Harris, Director
Galveston County Parks and Senior Services

Subject: **Recommendation for Bid # B092031, Automotive Parts and Supplies**

After a careful review and discussion staff concerning the recommendation for the second and final extension request for bid # B092031, Automotive Parts and Supplies, it is the recommendation of the County Parks Department to grant the extension request submitted by Santa Fe Auto Parts Inc for automotive parts and supplies.

Should you have any questions, please do not hesitate to contact my office at extension 8110

A handwritten signature in cursive script, reading "Dennis J. Harris".

DENNIS J HARRIS

CC Earl Hearn, Administrative Services Manager
Andy Hansen, Operations Manager
Mike Agruso, Mechanic

Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources.



GALVESTON COUNTY MOSQUITO CONTROL DISTRICT

5115 HWY 3

DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR
DIRECTOR
(281) 337-4289

ADVISORY BOARD
Jerry Valentine, Chairman
James Fredericksen, Vice Chairman
Barbara Hutchinson, Secretary
Leo Bookman
Keith A. Dill

TO Rufus Crowder, Purchasing Agent

FROM John Marshall, Mosquito Control Director

DATE September 19, 2011

RE Santa Fe Auto Parts Bid Extension

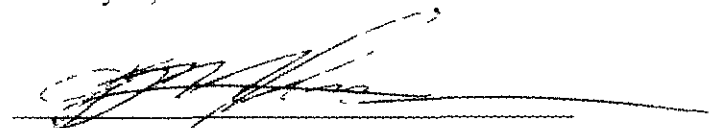
Mr. Crowder,

Concerning the bid extension for Santa Fe Auto Parts, it is my recommendation that we do not extend the bid due to the following reasons:

1. They provide poor service
2. Their pricing on non bid items are higher than competitor pricing

Should you have any questions concerning my decision, please feel free to contact me at my office at 281-330-4289

Thank you,



John Marshall, Director Mosquito Control

Santa Fe Auto Parts, Inc.

13207 Hwy 6

P O Box 640

Santa Fe, TX 77510

September 15, 2011

Rufus Crowder

The County of Galveston

722 Moody Ave.

Galveston, TX 77550

RE Contract for Bid #B092031

Mr Crowder,

As per our recent conversation, we would like to extend the above referenced bid for the period
October 28, 2011 through October 27, 2012

We look forward to a continued relationship in serving your parts needs

Thank you,



Robert Hagerman

Operations Manager

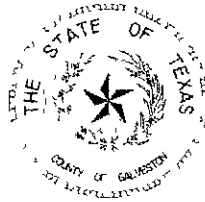
Santa Fe Auto Parts, Inc.

409-925-5615

AGENDA

ITEM

#25a



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re RFP #B112027, Uniform Rental and Service

Gentlemen,

It is recommended that RFP #B112027, Uniform Rental and Service be cancelled. Further research into this issue has resulted in the discovery of pricing options available through associated cooperative purchasing agreements that are more beneficial to the County.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,-

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal dashed line.

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

/dam

AGENDA

ITEM

#26



RUFUS CROWDER, CPPB
PURCHASING AGENT

THE COUNTY OF GALVESTON
GALVESTON COUNTY COURTHOUSE
722 Moody
Fifth (5th) Floor
GALVESTON TEXAS 77550
(409) 770-5371

GWEN MCLARFN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Request to Utilize the Local Government Purchasing Cooperative (BuyBoard)

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bid requirements(s) set forth in Local Government Code section 262.023, Competitive Requirements for certain purchases.

Authorization is requested to be granted to utilize the Local Government Purchasing Cooperative (BuyBoard) to purchase and/or provide uniform rental services for County employees. BuyBoard contracts have been competitively procured, analyzed, and awarded as outlined by state statute.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA

ITEM

#27a

CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, PATRICK F. DOYLE, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following. I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is RUST-EWING WATT & HANCOCK, INC

The real property is _____

BUSINESS ENTITY CONFLICT

* TEXAS FIRST FINANCIAL also known as TEXAS FIRST BANK, (have/has) a substantial interest in this business entity for the following reasons (Check all which are applicable)

- ☐ Ownership of 10% or more of the voting stock or shares of the business entity.
- ☐ Ownership of 10% or more of the fair market value of the business entity.
- ☐ Ownership of \$15,000 or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed 10% of _____ gross income for the previous year
- ☒ A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

* _____ (have/has) a substantial interest in this real property for the following reasons (Check all which are applicable)

- () Real property is involved and _____ have an equitable or legal ownership with a fair market value of at least \$2,500.
- () A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

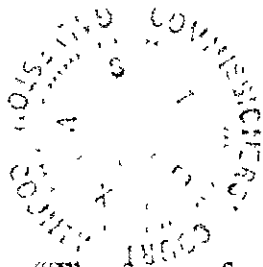
This Affidavit is being executed on Claim No #27 (6) dated September 27, 2011 (Fill in if applicable)

Signature of Official

Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

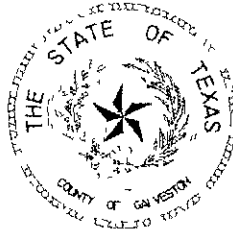
Sworn to and Subscribed before me on this 27th day of September, 2011.



DWIGHT D. SULLIVAN, County Clerk
Galveston County, Texas

By Brandy Chapman
Brandy Chapman Deputy

- * ("I" or name of relative or relationship)
** (my, his, her)
*** (I, he, she)



COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASSISTANT PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re RFP #B 102017, Property & Casualty Insurance

Gentlemen,

The contract associated with RFP #B 102017, Property & Casualty Insurance is scheduled for its first extension on November 1, 2011. The contracted vendors for this service are Galveston Insurance Associates and Rust, Ewing, Watt and Haney, Inc.

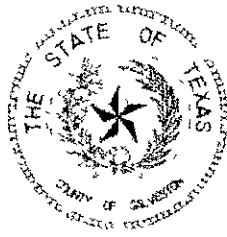
It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments



COUNTY OF GALVESTON
FACILITIES DEPARTMENT
722 MOODY, 6TH FLOOR
GALVESTON, TEXAS 77550
PHONE (409) 766-2384 FAX (409) 621-7971

Charles Kenworthy
Facilities Manager

James Bacon
Risk Manager
Assoc. Facilities Manager

To. Rufus Crowder
From Jimmy Bacon

RE Insurance

Rufus,

I recommend that the Property & Casualty Insurance RFP #B102017, be extended for an additional year to Rust, Lwing Watt & Haney, Inc and Jahn-Galveston Insurance Agency Please contact me at (409) 766-2467 if you have any questions and or concerns

Thank you,

Jimmy Bacon
Risk Manager
County of Galveston



September 13, 2011

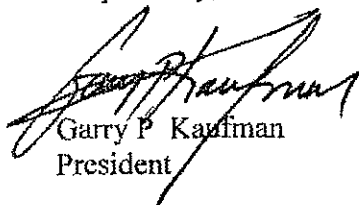
Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston TX 77550

Re. RFP #B102017

Dear Mr. Crowder

This letter is to advise you of GIA's intent to extend our contract for the County's Property and Casualty insurance for another year

Respectfully,



Garry P. Kaufman
President

GPK/kjm



**Rust - Ewing
Insurance**

An Independent Insurance Agency - Since 1925

September 15, 2011

Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, TX 77550

RE RFP #B102017

Mr. Rufus Crowder

This is to advise that Rust-Ewing Insurance wants to extend for one more year the
Property & Casualty Insurance for Galveston County in reference to RFP #B102017

Thank you, if you need anything else do not hesitate to contact our office

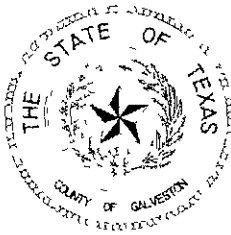
Sincerely,

Joe Blackshear

AGENDA

ITEM

#27b



COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B112001, Emergency Equipment for Sheriff's Office

Gentlemen,

The contract associated with Bid #B112001, Emergency Equipment for Sheriff's Office is scheduled for its first extension on November 14, 2011. The contracted vendor for this service is All America Sales Corporation. There are no changes to the current contract.

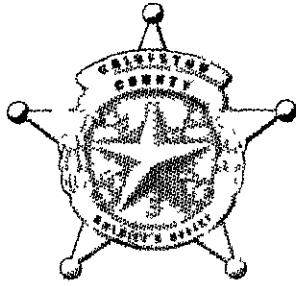
It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachments



FREDDIE POOR
Sheriff
Galveston County

September 14, 2011

TO Mr. Rufus Crowder, Purchasing Agent

RE Bid Extension Recommendation

Please accept this letter as our recommendation to extend Bid # 8112001 (Emergency Equipment) to All America Sales Corporation for an additional year.

Should you have any questions or require additional documentation, please contact me at x2369

A handwritten signature in black ink, appearing to read "Ray Tuttoilmondo". The signature is stylized with a large, sweeping "R" and a circular flourish at the end.

Maj. Ray Tuttoilmondo
Bureau Commander, Support Services/Administration

To Protect and Serve

601 54TH STREET • SUITE 2100 • GALVESTON, TEXAS 77551-4248 • PHONE 409-766-2302

**ALL AMERICA SALES CORPORATION
1410 COLLEG AVE.
SOUTH HOUSTON, TEXAS 77587
800-281-5163
713-944-8404 FAX**

September 20, 2011

**Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550**

**Attn: Rufus Crowder
Galveston County Purchasing Agent**

Re: Contract extension associated with Bid number B112001.

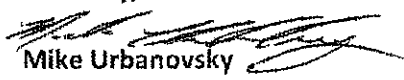
Mr. Crowder,

All America Sales Corporation would like to express our intent to extend the current contract associated with Bid number B112001 for an additional twelve (12) month period.

All America Sales Corporation agrees to the original terms and conditions of the bid to The County of Galveston. Please note that as vehicle makes and models change so do emergency equipment part numbers. Therefore, depending on the patrol vehicles purchased some of the equipment part numbers needed for those types of vehicles may also vary. We are offering this extension with the same discount structures as originally bid on B112001.

We appreciate the opportunity for the extension of this contract and your continued business.

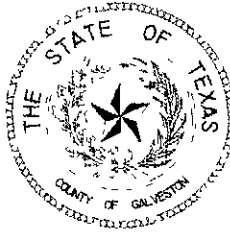
Sincerely,


Mike Urbanovsky
All America Sales Corporation

AGENDA

ITEM

#27c



COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B112002, Electrical Services for Galveston County

Gentlemen,

The contract associated with Bid #B112002, Electrical Services for Galveston County is scheduled for its first extension on December 5, 2011. The contracted vendor for this service is Crescent Engineering Company, Inc. There are no changes to the current contract.

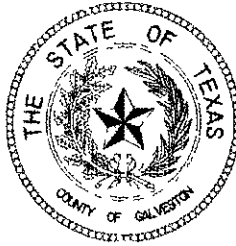
It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachments



COUNTY OF GALVESTON

CHARLES KENWORTHY
FACILITIES MANAGER

September 15, 2011

To. Rufus Crowder
From Charles Kenworthy

RE: Electrical Services

Rufus,

I recommend that the Electrical Services Bid# B112002 be extended for an additional year to Crescent Engineering. Please contact me at (409) 766-2385 if you have any questions and or concerns.

Thank you,

Charles Kenworthy
Facilities Manager
County of Galveston

CRESCENT

Since 1946

Quality Work By Qualified Workers

September 20, 2011

Mr. Rufus Crowder, Purchasing Agent
County of Galveston
722 Moody, Fifth Floor
Galveston, TX 77550

Dear Mr. Crowder

The county has asked that we extend our present contract with the County until
December 4, 2012 at current rates

We are happy to continue to provide these services to the County under the present
arrangement

Sincerely,



Clarence Broze, Jr.
President

AGENDA

ITEM

#28a



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B112028, Indigent Burial Services

Gentlemen,

On August 2, 2011 proposals were opened for RFP #B112028, Indigent Burial Services, at which time two (2) proposals were received from the following companies:

- Carnes Brothers Funeral Home Galveston, Texas
- Crowder Equity Group League City, Texas

The Best and Final (BAFO) process was invoked as a result of the need of clarification of several items. By the results, the best evaluated proposal was received from Carnes Brothers Funeral Home, Inc.

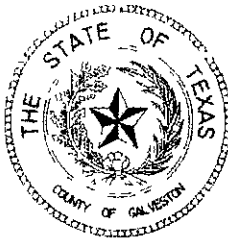
It is recommended that you award this contract to Carnes Brothers Funeral Home, Inc.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G Crowder, CPPB/Emc
Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments



County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

September 20, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody
Galveston, Texas 77550

Re: RFP #B112028, Indigent Burial Services

After reviewing the proposals submitted by the various contractors, I would like to recommend that we accept the Best and Final Offer bid from Carnes Brothers Funeral Home. The proposed price is lowest offered.

Thanks for your assistance in this matter.

Regards,

A handwritten signature in black ink that reads "Lanny Brown". The signature is written in a cursive, flowing style.

Lanny Brown
Director - Community Services

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet – Notice, Reference, FEIN, Mailing Address, and authorized Representative information

Proposer must include its Federal Employer Identification Number in its proposal

Proposer's Federal Identification Number is
760299776

Proposer shall give its complete mailing address

Proposer's complete mailing address is
1201 Tremont Galveston, Texas 77550

An authorized representative of the Proposer shall sign, warranty and guarantee, and tender the proposal. For assistance in ensuring that the County is able to identify the authorized representative, please either type or print clearly, in ink, the following

The name of the authorized representative is.
Franklin W. Carnes, III

The title of the authorized representative is
President- Carnes Brothers Funeral Home, Inc.

Proposer shall use this form to provide the information for notice

1. Contact information for notice

Name: Franklin W. Carnes, III
Address 1201 Tremont
Galveston, Texas 77550
Telephone number 409-765-8080 Facsimile number 409-765-8052

2 If a copy of notice is requested, please complete below

Name _____
Address _____
Telephone number _____ Facsimile number _____

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

- 3 If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary reference Information."

- 1 References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal

Name of Organization First Baptist Church
Name of Person Dr. Ray Meador
Title of individual within Organization, if applicable Pastor
Business address 822 Tremont
Galveston, Texas 77550
Telephone number 409-763-1671 Facsimile number 409-763-6167

Name of Organization Galveston Elk's Lodge # 126
Name of Person Diane Puccetti
Title of individual within Organization, if applicable President
Business address 1518 Tremont
Galveston, Texas 77550
Telephone number 409-762-1212 Facsimile number 409-765-1427

Name of Organization Williams Law Firm
Name of Person Billy Williams
Title of individual within Organization, if applicable Chief Counsel
Business address 1018 Tremont
Galveston, Texas 77550
Telephone number 409-763-1400 Facsimile number 409-763-0668

2. References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal

Business Name of Supplier International Casket Company
Name of Person Adriana Torres
Title of individual within business Manager
Business address 4700 Rangers Street
Houston, Texas 77028
Telephone number 713-672-5628 Facsimile number 713-672-7604

Business Name of Supplier Galveston Flower Company
Name of Person Larry Janzen
Title of individual within business Owner
Business address 1515 19th Street
Galveston, Texas 77550
Telephone number 409-765-8597 Facsimile number 409-765-8598

RFP #: B112028
OPEN: 08/02/2011
2:00 PM

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Business Name of Supplier Cemetery Services
Name of Person Rick Neal
Title of individual within business Owner
Business address P.O. Box 1060
League City, Texas 77574
Telephone number 713-213-6540 Facsimile number 281-332-3256

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**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet

Proposer, Carnes Brothers Funeral Home, Inc., hereby proposes to provide Indigent Burial Services. Proposer hereby agrees to all of the terms and provisions in the Request for Proposal. All exceptions and alternatives stated, and Proposal Response Sheets, all of which are incorporated into Proposer's proposal.

IF PROPOSING AN ALTERNATIVE, PROVIDE THE ALTERNATIVE WITH THIS PROPOSAL RESPONSE SHEET.

Name and Address of Proposer

Carnes Brothers Funeral Home, Inc.

1201 Tremont

Galveston, Texas 77550

Telephone Number 409-765-8080

Facsimile Number 409-765-8052

Signature of Principal able to bind Proposer

Name Franklin W. Carnes, III

Title President- Carnes Brothers Funeral Home, Inc.

Date August 2, 2011

Addendums Received #1 _____, #2 _____, #3 _____, #4 _____

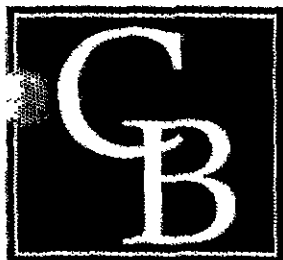
**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet – Line Item Details

All proposers must submit pricing information on this sheet

<u>Item #</u>	<u>Code</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
0001	95200	INDIGENT STANDARD BURIALS	35	EA	\$ 1650.00	\$57,750.00
0002	95200	INDIGENT STANDARD CREMATIONS	10	EA	\$ 750.00	\$ 7,500.00

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Carnes Brothers Funeral Home



1201 Tremont—Galveston, TX 77550 409.765.8080

August 17, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

Ref: RFP #B112028, Indigent Burial Services.

We are in receipt of the request for Best and Final Offers (BAFO) dated August 17, 2011 and understand and agree with the clarifications listed in items marked 1 and 2.. We are now able to reduce our original offer for services to the County of Galveston for Indigent burial and cremation services.

Our best and final offer is as follows:

Item#	Code	Description	Quantity	Units	Unit Price	Extended Price
0001	95200	INDIGENT STANDARD BURIALS	35	EA	\$ 1500 00	\$ 52,500.00
0002	95200	INDIGENT STANDARD CREMATIONS	10	EA	\$ 550 00	\$ 5,500 00

Thank You for your assistance.

Sincerely,

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc
Rustycarnes@aol.com
(409) 765-8080
Fax (409) 765-8052

11 AUG 17 1:55 PM

RFP # B 112028
OPEN 08/02/2011
2 00 PM

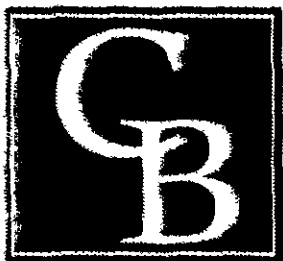
SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS

Proposal Response Sheet - Line Item Details

All proposers must submit pricing information on this sheet

<u>Item #</u>	<u>Code</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
0001	95200	INDIGENT STANDARD BURIALS	35	EA	\$ 1500 00	\$52,500.00
0002	95200	INDIGENT STANDARD CREMATIONS	10	EA	\$ 550.00	\$ 5,500 00

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Carnes Brothers Funeral Home



1201 Tremont--Galveston, TX 77550 409.765.8080

September 16, 2011

Rufus Crowder, CPPB
Purchasing Agent
The County of Galveston
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

Ref: RFP #B112028, Indigent Burial Services.

We are in receipt of the request for Best and Final Offers (BAFO) dated September 7, 2011 and understand the clarifications listed in item 1. We are now able to reduce our original offer for services to the County of Galveston for Indigent burial and cremation services.

Our best and final offer is as follows:

Item#	Code	Description	Quantity	Units	Unit Price	Extended Price
0001	95200	INDIGENT STANDARD BURIALS	35	EA	\$ 1450 00	\$ 50,750 00
0002	95200	INDIGENT STANDARD CREMATIONS	10	EA	\$ 550 00	\$ 5,500.00

Thank You for your assistance.

Sincerely,

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc
Rustycarnes@aol.com
(409) 765-8080
Fax (409) 765-8052

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet – Notice, Reference, FEIN, Mailing Address, and authorized Representative information

Proposer must include its Federal Employer Identification Number in its proposal

Proposer's Federal Identification Number is

27-2311014

Proposer shall give its complete mailing address

Proposer's complete mailing address is

1645 EAST MAIN STREET
LEAGUE CITY, TX 77593

An authorized representative of the Proposer shall sign, warranty and guarantee, and tender the proposal For assistance in ensuring that the County is able to identify the authorized representative, please either type or print clearly, in ink, the following

The name of the authorized representative is.

MATTHEW J. CROWDER

The title of the authorized representative is

PRESIDENT

Proposer shall use this form to provide the information for notice

1 Contact information for notice

Name CROWDER FUNERAL HOME
Address 1645 E. MAIN ST
LEAGUE CITY, TX 77593
Telephone number 281 332 2727 Facsimile number 281 280-9160

2 If a copy of notice is requested, please complete below

Name: _____
Address: _____
Telephone number _____ Facsimile number _____

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

- 3 If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information"

Proposer to submit reference information Proposer shall use this form to provide minimum required reference information If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary reference Information."

- 1 References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal

Name of Organization SCOTT FUNERAL HOME
Name of Person CORY SCOTT
Title of individual within Organization, if applicable OWNER
Business address 1421 EAST HWY 6
ARVIN, TX 77512
Telephone number 281 585-1000 Facsimile number 281 585-1006

Name of Organization MOODY NATIONAL BANK
Name of Person AUSTY VIRGINE
Title of individual within Organization, if applicable SE. VA
Business address 2901 SOUTH SHORE BLVD
LEAGUE CITY, TX 77573
Telephone number 281 334-5522 Facsimile number 281 538-1913

Name of Organization BATESVILLE CASKET CO.
Name of Person JIM HARTMAN
Title of individual within Organization, if applicable REP.
Business address PO BOX 644559
BATESVILLE, IN 47004
Telephone number 201 413-5020 Facsimile number 1 800-338-5951

- 2 References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

Business Name of Supplier BATESVILLE CASKET CO
Name of Person JIM HARTMAN
Title of individual within business CORPORATE SALES REP
Business address PO BOX 644559
BATESVILLE, IN 47004
Telephone number 201 413-5020 Facsimile number 1-800-338-5951

Business Name of Supplier GRALE MEMORIAL PAUL CEMETERY
Name of Person ALAN HAYES
Title of individual within business OWNER
Business address PO BOX 528
HITCHCOCK, TX 77563
Telephone number 409 925-2535 Facsimile number 409 925-4331

RFP #. B112028
OPEN: 08/02/2011
2.00 PM

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Business Name of Supplier DOGE CHEMICAL CO
Name of Person EVERETT STURMAN
Title of individual within business SALES REP
Business address 145 CAMBRIDGE PARK DR
CAMBRIDGE MA 02140
Telephone number 7320219665 Facsimile number _____

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**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet

Proposer, Crowder Funeral Home, hereby proposes to provide Indigent Burial Services. Proposer hereby agrees to all of the terms and provisions in the Request for Proposal. All exceptions and alternatives stated, and Proposal Response Sheets, all of which are incorporated into Proposer's proposal.

IF PROPOSING AN ALTERNATIVE, PROVIDE THE ALTERNATIVE WITH THIS PROPOSAL RESPONSE SHEET

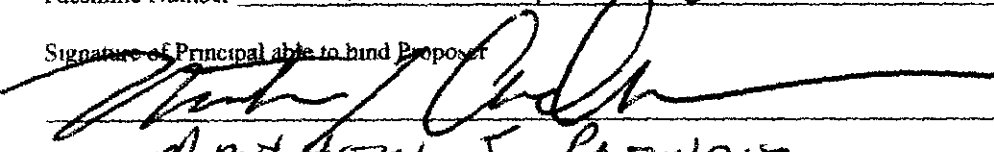
Name and Address of Proposer

Crowder Funeral Home
1645 EAST MAIN ST.
LEAGUE CITY TX 77573

Telephone Number 281 332 2727

Facsimile Number 281 724 9282

Signature of Principal able to bind Proposer


Name MATTHEW J. CROWDER

Title PRESIDENT

Date 7/29/11

Addendums Received #1 X, #2 _____, #3 _____, #4 _____

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

Proposal Response Sheet – Line Item Details

All proposers must submit pricing information on this sheet

<u>Item #</u>	<u>Code</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
0001	95200	INDIGENT STANDARD BURLALS	35	EA	<u>1,600.⁰⁰</u>	<u>56,000.⁰⁰</u>
0002	95200	INDIGENT STANDARD CREMATIONS	10	EA	<u>595.⁰⁰</u>	<u>5,950.⁰⁰</u>

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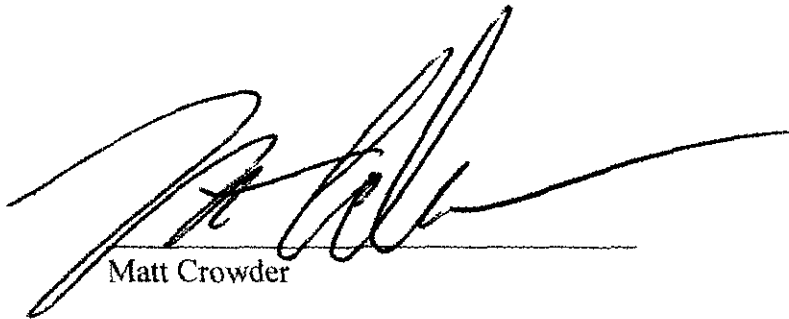
**Special Provisions
Indigent Burial Services
Galveston County, Texas**

Addendum #1

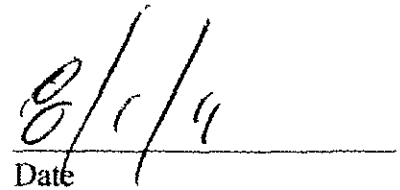
Any deceased unable to accept a standard casket or cremation tray add \$500.00

Standard Steel Casket Inside Dimensions is 22"

Standard Wood Cremation Tray Inside Dimensions 22"



Matt Crowder



Date

Crowder Funeral Home - League City

1645 East Main Street ♦ League City, Texas 77573

Phone (281) 332-2727 ♦ Fax (281) 724-9282

www.crowderfuneralhome.com / mattcrowder@crowderfuneralhome.com

August 23, 2011

Galveston County Purchasing Department
Attention: Rufus Crowder

Via Fax: (409) 621-7987

Re: RFP #B112028, Indigent Burial Services

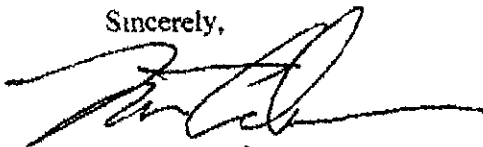
Dear Mr. Crowder:

In response to your request for a best and final offer concerning RFP #B112028, Indigent Burial Services please consider the following:

- For any family who declines a minister, you may deduct \$35.00 for the clergy's gratuity.

If there is ever anything I can do for you, please do not hesitate to call me at 281-332-2727. Thank you for your time and consideration.

Sincerely,



Matt Crowder
Crowder Funeral Home
League City, Texas

CROWDER FUNERAL HOME ☆ LEAGUE CITY

1645 EAST MAIN STREET
LEAGUE CITY, TEXAS 77573
281-332-2727-PHONE / 281-724-9282-FAX
WWW.CROWDERFUNERALHOME.COM

September 9, 2011

The County Of Galveston
Rufus G. Crowder, Purchasing Agent
722 Moody (21st Street), Fifth Floor
Galveston, Texas 77550
(409) 770-5372-phone
(409) 621-7987-fax

RE: RFP #B112028, Indigent Burial Services

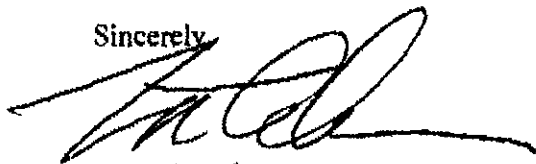
Mr. Crowder,

In response to your second request for a Best and Final Offer (BAFO) concerning RFP #112028, please consider the following:

- If a burial plot does not exceed the amount of \$150.00, please allow me to reduce the unit price of a Indigent Standard Burial to \$1,450 00.

If you have nay questions, please call me at 281-332-2727. Thank you.

Sincerely,



Matt Crowder
Crowder Funeral Home - League City

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

RFP #B112028

INDIGENT BURIAL SERVICES

**PROPOSAL DUE DATE: AUGUST 2, 2011
2:00 P.M.**

***Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***

RFP #B112028
INDIGENT BURIAL SERVICES

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RFP #B112028
INDIGENT BURIAL SERVICES

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RFP#.B112028
OPEN: 08/02/2011
2:00 PM

REQUEST FOR PROPOSAL INDIGENT BURIAL SERVICES GALVESTON COUNTY, TEXAS

Sealed proposals in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until 2:00 PM on 08/02/2011 and opened immediately in that office in the presence of The County Auditor and the Purchasing Agent. Any proposal received after 2:00 PM on the date specified will be returned unopened

All proposals must be marked on the outside of the envelope

RFP #: B112028
INDIGENT BURIAL SERVICES

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope Pricing will be as shown in Request for Proposal

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e g , goods delivered in promised condition, services rendered as agreed, etc), vendor is to be paid via Galveston County's normal accounts payable process

Sealed proposals are to be delivered to the Galveston County Purchasing Agent Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550

Commissioners Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

INDIGENT BURIAL SERVICES GENERAL PROVISIONS GALVESTON COUNTY, TEXAS

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in **sets of four (4), one (1) original and three (3) copies** on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to

Rufus G. Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7997
E-mail rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required,
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
3. have a satisfactory record of performance,
4. have a satisfactory record of integrity and ethics
5. be otherwise qualified and eligible to receive an award

**INDIGENT BURIAL SERVICES
GENERAL PROVISIONS
GALVESTON COUNTY, TEXAS**

4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to propose as specified herein or propose an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

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11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please note this in your proposal submittal.

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price.

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Rather such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

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In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

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20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

21. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted proposal and the contract.

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. ~~County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations or court order.~~ In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

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24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs or to award any contract or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the proposal form (s) furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the proposal form
- C Failure to properly complete the proposal

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- D Proposals that do not meet the mandatory requirements
- E Evidence of collusion among proposers

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment and the amendment shall include an announcement of the new date if applicable, for the opening of proposals.

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County.

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Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

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39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website -- both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract that all statements contained in the proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County

- 1 Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
- 2 New Proposer's Federal Identification Number (FEIN), and
- 3 New Proposer's proposed operating plans

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract

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45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here "

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

INDIGENT BURIAL SERVICES GENERAL PROVISIONS GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

50. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax (409) 765-2653

**INDIGENT BURIAL SERVICES
GENERAL PROVISIONS
GALVESTON COUNTY, TEXAS**

With copies to

Rufus G. Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 770-5560

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SPECIAL PROVISIONS INDIGENT BURIAL SERVICES GALVESTON COUNTY, TEXAS

1. PURPOSE

Galveston County, Texas (the County) issues this Request for Proposal (RFP) seeking a vendor to provide Indigent Burial Services to Galveston County. Successful contractor shall comply with all specifications listed in this Request for Proposal.

This invitation for a RFP is open to businesses actively engaged in Burial Services. Proof of capability may be required prior to the award of a contract.

2. MINIMUM REQUIREMENTS OF CONTRACTOR

The County Social Services Department is responsible for determining the eligibility of the deceased, as an indigent burial.

The contractor is responsible for all aspects of the burial or cremation process, including transportation, preparation, containment, securing, opening and closing a plot. At the time of submitting a proposal, the contractor must disclose and submit for approval, to the Galveston County Community Services Division (the Department), any and all subcontractors that will be performing functions for the contractor prior to any involvement in the burial process described in these specifications. The contractor may not subcontract for any part of the services or items required by this contract except as disclosed in this bid.

The Department will give written authorization to the contractor when a body of an indigent resident is to be picked up and prepared for burial or cremation. The contractor shall take possession of the body at the morgue, the medical examiner's office, or any other location within Galveston County or within a 50-mile radius of Galveston County, and transport the body to the contractor's facility or a subcontractor's facility.

The body shall be cared for and interred or cremated in strict conformity with the laws of the State of Texas and rules and regulations of the Texas Funeral Service Commission.

The body shall be attended by, and interred or cremated in the presence of a funeral director licensed by the State of Texas.

A minimum of a doeskin covered wood product type or metal Ziegler type coffin will be used for interment.

Cremated remains will be returned to family members.

The body shall be placed in a coffin in a natural position, after being cleaned and hair being combed and being properly clothed as required by law.

The contractor shall be responsible for transporting the body to the grave site or crematory.

The contractor shall obtain the death certificates and burial permits or cremation permits from the proper authorities as prescribed under Chapter 193 Texas Health and Safety Code. The certificates and permits must be available at the time of interment or cremation. Death certificates must be filed with the bureau of vital statistics.

The contractor shall complete the interment or cremation of a body within a reasonable length of time after authorization by the Department.

The grave shall be properly covered, with the top of the coffin interred not less than twenty-four (24) inches below the natural surface of the ground.

SPECIAL PROVISIONS INDIGENT BURIAL SERVICES GALVESTON COUNTY, TEXAS

The contractor will insure that the interment occur in a cemetery that is maintained in a respectful and presentable manner. The grounds will be reasonably leveled after each burial and mowed at least once per month during the months of May, June, July, August, and September. Further, special care should be taken to ensure grave markers remain visible and intact, which may require weed-eating and/or edging.

Contractor will maintain an accurate and current layout of the cemetery, hereby known as the "Cemetery Map" or "Map." This Map will serve as an identification tool for family members looking to place a grave marker, and for easy identification of each plot, as needed. An updated Map should be furnished to the County on a quarterly basis.

The entire interment or cremation procedure is subject to inspection at any time by the Department. The contractor shall notify the Department within 48 hours prior to each scheduled burial.

Contractor will be required to make arrangements for friends and family of the deceased to view the body.

Contractor will be required to coordinate religious services for the deceased utilizing a minister chosen by the family, or if no family available, the service may be conducted by a minister of any religious organization or licensed funeral director. The service may be conducted at the gravesite or in an appropriate room at the contractor's facility, lasting no more than one hour in duration.

Any other licensed funeral director may claim a body from the contractor at the request of the deceased. The family, not the County, then will be liable for all expenses incurred by the contractor.

3 INVOICE AND PAYMENT

Before payment is made by Galveston County, the contractor shall furnish an invoice for services together with an affidavit, properly made out and sworn to, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive any other compensations, money or otherwise, from any person for the services for which the County is being charged.

Contractor may not receive any supplemental payments from any family member or other source including insurance until such time as the County is reimbursed in full.

Contractor shall at all times during the term of this contract, maintain required insurance.

4. QUALIFICATION EVALUATION AND CONTRACT AWARD

A. General

All qualification material received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified herein as they directly relate to the requested deliverables as referenced in the listed requirements. An award will be made to the proposer whose qualifications are judged to be the most advantageous to the County. The County expressly reserves the right to reject all qualifications and to make no award under this RFP.

B. Evaluation Procedures

County staff will evaluate all qualifications in accordance with the criteria listed below. If needed, additional information may be requested from, and interviews and contract negotiations may be conducted with, one or more proposers. The evaluators will then

SPECIAL PROVISIONS INDIGENT BURIAL SERVICES GALVESTON COUNTY, TEXAS

select a proposer for the award Any selection and contract award is subject to review and ratification by the Galveston County Commissioners' Court

C. Evaluation Criteria

The County will evaluate qualifications according to factors which include, but may not be limited to, the following

- | | |
|-------------|--|
| • 65 Points | Price per burial |
| • 15 Points | Record keeping |
| • 10 Points | Location of burial plots (10 Galveston County 0- anywhere else) |
| • 5 Points | Sensitivity to family |
| • 5 Points | Hours of access by Social Services staff (one point for each hour available by phone or fax) |

5. ELEMENTS OF PROPOSAL

The following information must be provided in each proposal

A. Business Organization

State the full name of the business/organization and, if applicable, any branch or affiliated office that would be engaged to perform work on this project Indicate whether the organization is a sole proprietorship, partnership, or corporation Additionally, a brief history of the business/organization needs to be included

B. Qualifications

Provide qualifications of any executive/professional personnel that will be engaged to perform work completed in this proposal. Identify key individuals by name and title

C. References

Provide three references with whom your business/organization has provided similar work with the last three years References should reflect audits completed for various entities within the State of Texas For a minimum, include the organizations name, contact person, their contact information, and a description of the work performed.

D. Determination of Contract Award

It is the County's intent to award a contract to provide Indigent Burial Services to one qualified firm beginning from the Commissioners' Court award of the contract and running continuously thereafter for one (1) consecutive year The County may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such extension is in the best interest of the County

The contract award will be to the lowest responsive, responsible proposer. Lowest means the least cost or charges assessed to the payer Responsive means that the information and related materials are complete and can be readily understood by the reviewer Responsible means the submitter's ability to provide Indigent Burial Services as defined

E. Best and Final Offer

The best and final offer is an option available to the County If invoked, it allows acceptable Proposers the opportunity to amend, change, or supplement their original proposal ~~Proposers may be contacted in writing requesting that they submit their best and final offer~~ Any such best and final offer must include discussed and negotiated changes.

**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
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F. Proposal Ideas and Concepts

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal

G. Disqualification of Proposer

Proposers may be disqualified and rejections of proposals may be recommended to the Commissioners' Court for any of, but not limited to, the following causes

- 1 Failure to use the proposal forms furnished by the County,
- 2 Lack of signature by an authorized representative on the proposal form,
- 3 Failure to properly complete the proposal,
- 4 Evidence of collusion among proposers submitting proposals, or
- 5 Failure to comply with specification requirements

H. Award/Rejection of Proposal

The award will be made to a Proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal

The proposed cost if applicable to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline

6. PROCUREMENT PROCESS

A. Proposal Submission

An original and two exact copies of the sealed proposal must be submitted to the Galveston County Purchasing Agent no later than **2:00 PM on August 2, 2011**, to:

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street) -- Fifth (5th) Floor
Galveston, Texas 77550

Hand-delivered sealed proposals will be received at the office of the Galveston County Purchasing Agent, listed above

Telephone or telegraphic (facsimile) copies **will not be accepted**. Electronic mail (e-mail) copies **will not be accepted**

Sealed proposals received after 2:00 P.M. on the date specified above will not be accepted and will be returned unopened

Sealed proposals shall be submitted on the forms provided by the County where provided

~~All figures must be written in ink or typewriter~~ -- Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed in ink by the person signing the proposal

SPECIAL PROVISIONS INDIGENT BURIAL SERVICES GALVESTON COUNTY, TEXAS

All proposals must be signed on the Contract page(s) were indicated by persons who are properly authorized representatives of the Proposer who are authorized to bind the Proposer to the agreement. Signatures must be handwritten and in ink. Each page of the proposal must be signed by the preparer acknowledging its contents. The County will not return any submitted materials.

Trade secrets and proprietary information must be clearly marked and identified as such on the Proposal. Galveston County is subject to the Public Information Act (also commonly referred to as the Texas Open Records Act), which is codified at Chapter 552 of the Texas Government Code, and all information is subject to disclosure as is required under the Public Information Act.

B. Schedule of Events

The following is a schedule of events concerning the procurement process:

1 st Publication of Request for Proposal	July 19, 2011
2 nd Publication of Request for Proposal	July 26, 2011
Opening of Proposals	August 2, 2011 @ 2:00 P.M.

C. Proposal Disclosure

The names of those who submitted proposals will not be made public information until the agenda item scheduling the tentative award is placed on the Commissioners' Court agenda. No price or staffing information will be released until the Commissioners' Court awards the contract.

Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the County Purchasing Agent, regarding whether a proposal was received.

Violations of this provision may result in the rejection of a Proposer's proposal. Inquiries must give RFP number, description of services, and opening date.

All proposals shall be open to the public after the contract is awarded, except for trade secrets and proprietary information that has been clearly identified as such by Proposer. Provided however, that such trade secret and proprietary information will be subject to disclosure as required under the Public Information Act.

D. Modification of Proposal

A Proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Such letters must be postmarked and received by the County Purchasing Agent prior to the submission deadline. Alterations made before opening time must be initialed by the Proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court tentative award of contract.

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E. Changes in Specifications

If it becomes necessary for the County to revise any part of this RFP, a written notice of such revision will be provided to all proposers requesting this proposal packet. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by County employees, unless such clarification or change is provided to prosper in a written addendum from the Purchasing Agent. Proposers should inquire prior to submission deadline whether any addenda to the RFP have been issued as the successful Proposer will be required to abide by any such addenda.

F. Signature of Proposals

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer there to and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

G. Withdrawal of Proposal

Properly signed proposals may be withdrawn any time prior to proposal opening time. However, a proposal not withdrawn prior to its opening time is considered a firm offer and cannot be withdrawn without approval by the Commissioners' Court.

The County reserves the right to award this contract not necessarily to the Proposer with the lowest proposed bid, but to the Proposer that demonstrates the best ability to fulfill the requirements of the RFP.

The successful Proposer will perform all services indicated in the proposal and in compliance with the contract.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered non-compliant.

The invitation to submit a proposal which appears in the newspaper, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by The Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

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H. Dispute after Award

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting there from may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise there to. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until this procedure is followed.

I. Proposer Expenses

Costs and expenses relating to the preparation of a proposal and its submission shall be borne solely by the Proposer. The County is not responsible for any cost or expense incurred by any Proposer in the preparation or submission of its proposal.

J. Format for Proposal

In order for the proposal to be considered responsive, the Proposer must respond to each and every component outlined in the order shown in this RFP using the format prescribed for each component. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected as being non-responsive. Proposals must be clear and concise. The determination to reject a proposal as being non-responsive shall be at the sole discretion of the Purchasing Agent.

K. Exceptions/Alternatives (Options)

The Proposer must list on a separate sheet of paper any exceptions to the conditions of the RFP including the attached contract. This sheet will be labeled "Exceptions to RFP conditions" and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions of the RFP, including the contract, will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in cost should also be stated in the proposal.

The County reserves the right to offer these alternatives to other proposers.

L. Ad Valorem Taxes

The Proposer shall be responsible for any ad-valorem taxes assessed by any governmental entity on its leasehold and shall pay such taxes prior to the date of delinquency. Provided however, that nothing herein shall prevent a Proposer from legitimately challenging the validity of an ad-valorem tax assessment.

M. Commissioners' Court

~~No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.~~

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Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court action as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

N. Patent and Copyright Protection

The Proposer agrees as its sole expense to protect the County from claims involving infringement of patents or copyrights.

O. Sovereign Immunity

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

P. Mergers, Acquisitions

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from the RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

In addition, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition.

Q. Delays

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

R. Accuracy of Data

Information and data provided through this RFP are believed to be reasonably accurate.

S. Subcontracting/Assignment

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

T. Independent Contractor

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, and

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employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing Indigent Burial Services

U. Monitoring Performance

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

V. Control, Supervision, and Approval Authority

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Community Services Director or his designated representative who for the purpose of this contract are

Lanny Brown, Director of Community Services

722 Moody Avenue – Fifth (5th) Floor

Galveston, Texas 77550

Telephone (409) 770-5545

Fax (409) 770-5591

E-mail Lanny.Brown@co.galveston.tx.us

And

Crystal Sargent, Assistant Director of Community Services

123 Rosenberg- Suite 4127

Galveston, Texas 77550

Telephone (409) 770-5547

E-mail Crystal.Sargent@co.galveston.tx.us

W. Bidder's Bond

A bidders' bond is not required for this Request for Proposal

X. Performance and Payment Bonds

Performance and Payment Bonds are not required for this Request for Proposal

7. CORPORATE EXPERIENCE

Included in this section, the Proposer shall provide a summary of its current and recent history of past performances relating to providing Indigent Burial Services. Please address the following information for each item listed below

A. Company Profile

1. Specify the date organized and type of organization (partnership, corporation, etc.) for providing Indigent Burial Services. Include a brief history of the organization, management structure, current services provided, and any other relevant information pertinent to demonstrating the Proposer's capability. Include location of corporate headquarters, parent company identification, and subsidiary or affiliate identification (if applicable).

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- 2 Describe a minimum of two, if any, similar or larger communities with whom you presently have or have provided Indigent Burial Services All proposers are to notate if Indigent Burial Services have not previously been provided by the company All proposers are to include the following information
 - Client name, address, and telephone number,
 - Date of original contract and expiration date,
 - Number of renewals, if applicable
- 3 List all contracts lost or not renewed in the last three years and list contact person and telephone number for those contracts. Please provide a narrative describing reason that contracts have not been renewed Proposer must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled prematurely
- 4 Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the Proposer's ability to provide services proposed Discuss any announced pending mergers or acquisitions which affect the information on corporate organization listed above
- 5 Describe other current or anticipated contractual obligations that have been awarded that will coincide with terms of this contract
- 6 Provide an organization chart delineating corporate office organizational structure Include a project organizational chart showing your proposed service team for this contract

Proposer is cautioned that it is Proposer's sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the proposal Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposer's proposal

The County reserves the right to consider historic information and facts gained from the Proposer's proposal, references, or other objective data in the evaluation process.

B. Financial Statements

If requested, Proposer shall provide audited financial statements that have been audited by an independent Certified Public Accountant (CPA) or CPA firm for the preceding two-year period

If Proposer is a wholly owned subsidiary of another company or corporation, and Proposer does not possess audited financial statement, then unaudited financial statements for the subsidiary for the preceding two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement Audited financial statements shall be submitted to the County annually during the term of this contract

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Proposer shall provide the two most recent Dun & Bradstreet ratings for the company, and for the parent corporation, if applicable

C. References

Proposer shall use the Proposal Response Sheet provided to provide the following reference information

- 1 The names, business address, and telephone and facsimile numbers of at least three (3) individuals and/or organizations who can attest to the proposer's capability of the Proposer to carry out the requirements in this proposal
- 2 The names, business address, and telephone and facsimile numbers of at least three (3) of Proposer's major suppliers who can speak to the financial capability of the Proposer to carry out the requirements in this proposal

Proposer may supplement on separate pages if it desires to provide more than the minimum references

D. Proposer Qualifications

Proposer expressly affirms and certifies that it

1. is a duly qualified, capable, and otherwise bondable business entity,
- 2 has a minimum of five (5) years experience in the provision of Indigent Burial Services;
- 3 is not in receivership,
- 4 does not owe any back taxes within Galveston County, Texas,
- 5 is able and capable of performing its duties under this contract through its own resources without subcontracting or assignment,
- 6 is normally engaged in this type of business, and
- 7 is familiar with and will abide by all laws, regulations, and customs applicable to this type of service

E. Noncompliance with required RFP Information

Any Proposer unable to comply with any requested information must furnish the reason for such inability

F. Disaster/Contingency Plan

Proposer will submit a contingency emergency plan to provide services in the event of a force majeure

G. Licenses/Permits

All licenses or permits required by any State, County, or other governmental authority shall be secured by Proposer at its sole cost and expense

8. PERSONNEL SERVICES:

A. Compliance with Applicable Employment Laws

1. **Affirmative Action** The Proposer and subcontractor where applicable, will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, ethnicity, national origin, disability, or veteran status

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Proposer will take affirmative action to ensure that applicants are recruited and employed and that employees are treated during employment without regard to their race, color, age, religion, sex, ethnicity, national origin, disability, or veteran status. Such action shall include, but not limited to, the following: layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices of employment.

The Proposer or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, ethnicity, national origin, disability, or veteran status.

2. **Drug Free Workplace Act** Proposer will provide any and all notices as may be required under the Drug-Free Workplace Act of 1988.
3. **Americans with Disabilities Act** Proposer will comply with any and all applicable provisions of the Americans with Disabilities Act.
4. Proposer agrees to comply with all other state and federal laws governing employment.

9. CONTRACT TERM AND TERMINATION

A. Initial Term

The contract shall be for an initial term of one (1) year as set forth in this RFP.

B. Option to Renew

The contract may be renewed on an annual basis for a maximum period of two (2) additional one-year periods. Proposer shall have a duty thirty (30) days prior to the expiration of the contract to inquire of the County Purchasing Agent whether the contract will be renewed. Each option to renew shall be exercised in writing solely at the discretion of the County, subject to any requested changes to terms and conditions as are agreed to by the County and the Proposer at the time of each renewal, and further, only if all terms and conditions, except those affecting the mutually agreed to changes, remain unchanged. Each option shall be exercised through the issuance of a supplemental agreement extending the contract period. County will attempt to exercise each option and execute the supplemental agreement not sooner than ninety (90) days prior to expiration of the contract nor later than thirty (30) days prior to the last day of the contract period. Failure of the County to comply with this time guideline will not impair the ability of the County to extend the contract. Each option to renew may not cover more than a one (1) year period.

C. Maximum Combined Period

The combined maximum period, including the initial term and renewals, shall not exceed three (3) years.

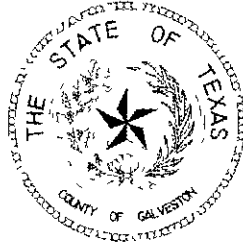
**SPECIAL PROVISIONS
INDIGENT BURIAL SERVICES
GALVESTON COUNTY, TEXAS**

10. DOCUMENTATION

Proposer shall respond to each and every component in the order of this RFP. In addition, Proposer must include the following with its proposal or subsequent to award as applicable

- A Exceptions to RFP Conditions, if applicable,
- B Describe and label any alternatives to proposal, if applicable,
- C Certificate of insurance and original endorsement,
- D All items required under Corporate Experience, (use form provided for reference information and notice information),
- E Disaster/Contingency plan,
- F Policy on press relations,
- G Description of quality control and audits,
- H FEIN Number,
- I Signature of authorized representative on Proposal Response Sheet - Proposal,
- J Complete mailing address of Proposer, including telephone number and facsimile number and name of authorized representative;
- K Information on mergers or acquisitions in which the Proposer is involved, if any

The remainder of this page intentionally left blank



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM11166

Invitation to Bid Number RFP #B112028-- Indigent Burial Services

Term of Contract. One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **September 19, 2011.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One	Yes (X) No ()
Year Two	Yes (X) No ()
Year Three	Yes () No (X)
Year Four	Yes () No (X)

Contractor: Carnes Brothers Funeral Home

Awarded as to addendum(s) (if applicable):

Addendum No 1	() yes () no () n a
Addendum No 2	() yes () no () n a
Addendum No 3	() yes () no () n a

Payment Bond Required () yes (X) no

Performance Bond Required () yes (X) no

Notice to be Given to:

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Carnes Brothers Funeral Home
1201 Tremont
Galveston, Texas 77550

County and Contractor agree as follows:

1 **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5 Employment Taxes: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

6. Initial Term and Options to Renew: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7 Cancellation. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8 Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. Subcontracting or Assignment: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10 Novation and Change of Name Agreements Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. Force Majeure: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12 Entirety of Agreement and Modification: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13 Severability. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. Validity/Enforceability If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. Governing Law This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16 Benefit: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17 Authority to Bind. The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18 Immunity Retained The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. Meaning of Words: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. Public Information Act: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

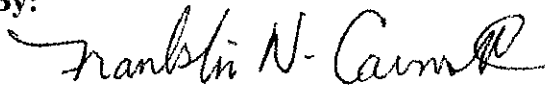
22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the ^{27th}~~2~~ day of ~~August~~^{September}, 2011.

Contractor:

Carnes Brothers Funeral Home, Inc.

By:



Date:

August 2, 2011

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc.
Galveston County


By:


Mark A. Henry, County Judge

Date:

9/27/11

Attest:


Dwight J. Sullivan, County Clerk

AGENDA

ITEM

#28b



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON TEXAS 77550
(409) 770-5371

September 20, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B111052, San Leon Fire & EMS Facility

Gentlemen,

On, September 1, 2011, proposals were opened in my office for RFP #B111052, San Leon Fire & EMS Facility, at which time eight (8) proposals were received from the following companies

- | | |
|------------------------------------|--------------------|
| • Crain Group, L L C | Pearland, Texas |
| • Sterling Structures, Inc | Houston, Texas |
| • Tri-Point Construction | Kingwood, Texas |
| • Gamma Construction | Houston, Texas |
| • Ardent Construction | Friendswood, Texas |
| • Charnock & Company | Bayou Vista, Texas |
| • Hugh Patrick Constructors | Texas City, Texas |
| • General Contractor Services, Inc | Houston, Texas |

After review of the submittals by the assigned Evaluation Committee, it is recommended that consideration for award be given to the lowest, most responsible proposer, Crain Group, L L C in the amount of \$684,000.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, reading "Gwen McLaren, CPPB".

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachments

County Architect



MEMO

Date

Thursday, September 20, 2011

Addressed to:

Rufus Crowder Galveston County Purchasing

Project:

San Leon Fire /EMS Facility

General Construction Bid # B111052

Items:

Proposals for General Construction of the San Leon Fire/EMS facility were accepted September 1, 2011 on the referenced Proposal package. Proposals were reviewed and evaluated by Charles Kenworthy, Galveston County Director of Maintenance, Kyle LeBlanc PE, Scotty Lewis AIA, O C Unbehagen, Galveston County Construction Manager. Each proposal was evaluated based upon the published criteria and material submitted by Proposers.

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the San Leon Fire/EMS to Crain Group, L L C in the amount of \$684,000.00 based upon the evaluation above and being the most responsive proposal submitted.

Dudley Anderson, County Architect

Mr Rufus Crowder CPPB, Purchasing Agent

Evaluation Team Rufus Crowder Scotty Lewis AIA JP Grom AIA Charles Kerworthy OC Unbeihagen

Grading	Proposed Bond			Addenda 1	Addenda 2	Base Proposal and alternate		Score	Score	Score	Score	Total Score	Cumulative
Budget	\$535,000.00							Score	Score	Score	Score		
Lowest Base proposal and/or alternates													
Proposer													
Crain Group			Y	Y	Y	Cost	\$694,000.00	93.75	93.00	96.00	94.00		376.75
							Score						
Hugh Patnick Constructors, Inc.			Y	Y	Y	Cost	\$929,567.45	76.49	74.80	81.50	76.49		309.28
							Score						
Chamok & Co., Inc			Y	Y	Y	Cost	\$1,048,000.00	66.19	65.69	73.70	66.69		272.27
							Score						
Ardent Construction, LLC			Y	Y	Y	Cost	\$808,200.00	78.24	75.40	84.25	83.24		321.13
							Score						
Tri Point Construction Services, Inc			Y	Y	Y	Cost	\$745,093.00	80.26	80.70	88.26	84.26		333.48
							Score						
Sterling Structures, Inc			Y	Y	Y	Cost	\$881,400.00	79.21	73.00	83.71	77.71		313.63
							Score						
General Contractor Services, Inc			Y	Y	Y	Cost	\$881,498.00	76.32	70.70	81.32	75.32		303.66
							Score						
Gamma Construction			Y	Y	Y	Cost	\$886,000.00	78.44	70.60	81.44	70.44		300.92
							Score						

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the rating and multiplying that percentage by the 70 points possible. Therefore the lowest proposal cost will receive 70 points.

[illegible]

Mr Rufus Crowder CPPB, Purchasing Agent

Evaluation Team: Rufus Crowder, Scotty Lewis AIA Charles Kenworthy OC Unbehagen Kyle LeBlanc

The Base Proposal Cost rating is from lowest dollar to highest dollar the grading and multiplying that percentage by the 70 points possible			The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain Therefore the lowest proposal cost will receive 50 points		
No team is perfect	##	Perfect			
What we want	90	Highest quality Work and willingly contributes to the team effort			
if above not available	80	Highest quality work and causes the rest of the team extra effort to deal with them			
Acceptable	70	Good work and willingly advances the team effort			
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them			
Provides minimal product	50	Contractually acceptable work and willingly contributes to the team effort			
Provides minimal effort if forced to	40	Contractually acceptable work and causes the rest of the team extra effort to deal with them			
Would not contract with again	30	Poor work and attempts to contribute to the team effort			
Would not contract with again	20	Poor work and causes the rest of the team extra effort to deal with them			
	0				

Mr Rufus Crowder CPPB, Purchasing Agent

Evaluation Team Rufus Crowder Scotty Lwens AJA Charles Kenworthy OC Unbehagen Kyle LeBlanc

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that percentage by the 70 points possible. Therefore the lowest proposal cost will receive 50 points.

Q. C. Gluckhagen

Mr. Rufus Crowder CPPB, Purchasing Agent

Evaluation Team: Rutus Crowder AIA JP Grom AIA Charles Kenworthy Dudley Anderson

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that percentage by the 70 points possible. Therefore the lowest proposal cost will receive 50 points.

	#	Perfect
No team is perfect		
What we want	90	Highest quality Work and willingly contributes to the team effort
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Would not contract with again	20	Poor work and causes the rest of the team extra effort to deal with them
	0	

7722 Moody 5th Floor Galveston Texas 77550 (409) 770-5372

Galveston County Proposal Evaluation Form

Mr Rufus Crowder CPPB, Purchasing Agent

RFP # B111052 - General Construction for San Leon Fire and EMS Facility

Evaluation Team Rufus Crowder CPPB, AIA, JP Groom AIA, Charles Kenworthy Dudley Anderson

Grading	70	5	5	5	5	10	5	100
Budget	\$435,000.00							
Base Proposal and alternate								
Proposer								
Grain Group	Cost \$684,000.00	Grading Score 70.00	Rating Score 74%	Grading Score 51.48	Cost \$1,048,000.00	Grading Score 45.68	Rating Score 45.68	Grading Score 51.48
Hugh Patrick Constructors, Inc	Cost \$929,967.45	Grading Score 74%	Rating Score 51.48	Grading Score 51.48	Cost \$1,048,000.00	Grading Score 45.68	Rating Score 45.68	Grading Score 51.48
Charnok & Co., Inc	Cost \$808,200.00	Grading Score 82%	Rating Score 59.24	Grading Score 59.24	Cost \$745,093.00	Grading Score 84.28	Rating Score 84.28	Grading Score 59.24
Ardent Construction, LLC	Cost \$745,093.00	Grading Score 84.28	Rating Score 84.28	Grading Score 84.28	Cost \$891,400.00	Grading Score 77%	Rating Score 53.71	Grading Score 53.71
Tn Point Construction Services, Inc	Cost \$891,400.00	Grading Score 77%	Rating Score 53.71	Grading Score 53.71	Cost \$881,498.00	Grading Score 78%	Rating Score 54.32	Grading Score 54.32
Sterling Structures, Inc	Cost \$881,498.00	Grading Score 78%	Rating Score 54.32	Grading Score 54.32	Cost \$998,000.00	Grading Score 76%	Rating Score 53.44	Grading Score 53.44
General Contractor Services, Inc	Cost \$998,000.00	Grading Score 76%	Rating Score 53.44	Grading Score 53.44				
Gamma Construction								

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that percentage by the 70 points possible. Therefore the lowest proposal cost will receive 50 points.

##	Perfect
90	Highest quality Work and willingly contributes to the team effort
80	Highest quality work and causes the rest of the team extra effort to deal with them
70	Good work and willingly advances the team effort
60	Good work and causes the rest of the team extra effort to deal with them
50	Contractually acceptable work and willingly contributes to the team effort
40	Contractually acceptable work and causes the rest of the team extra effort to deal with them
30	Poor work and attempts to contribute to the team effort
20	Poor work and causes the rest of the team extra effort to deal with them
0	

STANDARD FORM OF AGREEMENT FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

GALVESTON COUNTY }

THIS AGREEMENT, made and entered into this 27th day of September, A D 2011, by and between Galveston County of the COUNTY of Galveston in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Crain Group, L L C of the City of Pearland County of Brazoria in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR

WITNESSETH That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Lockwood, Andrews & Newnam, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 210 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 270 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written

Galveston County, Texas
Party of the First Part (OWNER)

Crain Group, L L C
Party of the Second Part (CONTRACTOR)

By: [Signature]

By: [Signature]

ATTEST: [Signature]

ATTEST [Signature]

GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION

1 Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations
- (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth

2 Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner and Crain Group, L.L.C., hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract
- (c) The term "Engineer" mean Lockwood, Andrews & Newnam, Inc Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract
- (d) The term "Contract Documents" means and shall include the following Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Proposers, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings)

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so

4 Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract
- (e) *Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner*

5 Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract

6 Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer
- 2) *Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details*

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments

- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7 Changes in the Work

- (a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form

- 1) A detailed description of the change in the work
- 2) The Contractor's proposal (if any) or a confirmed copy thereof
- 3) A definite statement as to the resulting change in the contract price and/or time
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8 Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9 Termination, Delays, and Liquidated Damages

(a) Right of the Owner to Terminate Contract

- (b) In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays

- (d) If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of one dollar and zero cents (\$1.00) for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(e) Excusable Delays

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency,
- 3) Any acts of the Owner,
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions. No allowance for weather not described in the foregoing will be permitted.
- 5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10 Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner, provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11 Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of

its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner

- (b) The Contractor shall submit in detail his claim and his proof thereof
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work *under protest*

12 Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense

13 Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc shall be submitted to the Engineer via File Transfer Protocol (FTP) site. Where item is not conducive to electronic communication, submit three copies (Engineer, Owner, Contractor) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary

14 Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit *appropriate action to be taken by all parties involved* so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section

15 Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with *full information as to type, performance characteristics, and all other pertinent information as required*, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate

- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate

16 Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc , as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer,
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements,
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient,

- 4) The Owner will pay all other expenses

17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises

19 Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor

20 Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations

21 Use of Premises

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

22 Removal of Debris, Cleaning, Etc

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition

23 Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved

- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24 Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

25 Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26 Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- A Contractor shall purchase from and maintain in a company lawfully authorized to do business in the State of Texas and which carry a Best's rating of A-VII or higher such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable:
 - 1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed
 - 2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or,
 - 3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees,
 - 4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by any other person,

- 5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom,
- 6 claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle,
- 7 claims involving contractual liability insurance applicable to the Contractor's obligations under
- B Contractors Liability Insurance
 - 1 Contractor shall keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Proposer and providing that the amount by reason of services limits of not less than the following sums:
 - a Workmen's Compensation
 - 1) State Statutory limits
 - b Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations; Broad Form Property Damage
 - 1) Bodily Injury
 - I \$100,000 00 each person, each occurrence
 - II \$300,000 00 Aggregate, each occurrence
 - c Property Damage including loss of use
 - 1) \$100,000 00 Each occurrence
 - d Products and Completed Operations to be maintained for one (1) year after Final Payment
 - e. Property Damage Liability Insurance will provide X, C or U coverage as applicable
- C Contractual Liability
 - 1 Bodily Injury
 - a \$100,000 00 Each Person
 - b \$300,000 00 Each occurrence
 - 2 Property Damage
 - a \$100,000 00 Each occurrence
- D Personal injury, with Employment Exclusion deleted
 - a \$100,000 00 Each occurrence
- E Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)
 - 1 Bodily Injury
 - a \$100,000 00 Each Person
 - b \$300,000 00 Each occurrence
 - 2 Property Damage
 - a \$100,000 00 Each occurrence
- F Umbrella Liability Coverage
 - 1 \$1,000,000 00 to provide excess liability coverages required above
- G Galveston County, and Architect/Engineer shall be named as "additional insured" on such policies as are specified above and shall be notified of any changes to the policy during the contractual period
- H The above requirements do not establish limits of Contractor's liability
- I Such insurance is to be provided at the sole cost of Contractor
- J All policies of insurance shall waive all rights of subrogation against Galveston County, its officers, employees and agents

- K Galveston County reserves the right to require additional insurance should it be deemed necessary
- L This insurance required by Subparagraph 27 B-G shall be written for not less than limits of liability listed or required by law, whichever is greater
- M The insurance required by Subparagraph 27 B-G shall include premises operations (including explosion, collapse and underground coverage), elevators, independent contractors, products and/or completed operations, and contractual liability insurance (on a "blanket basis" designating all written contracts), all including broad form property damage coverage. Liability insurance may be arranged under Commercial General Liability policies for the full limits required or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability Policy
- N The insurance required by Subparagraph 27 B-G shall include contractual liability insurance applicable to the Contractor's indemnification provisions in the Agreement between Galveston County and Contractor
- O Property Insurance
 - 1 Unless otherwise provided, the Owner will purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Construction Manager, the Contractors and Sub-contractor in the Work and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage. This coverage carries a deductible per occurrence, which will be paid by Galveston County. This insurance coverage does not cover the Contractor's or Sub-contractor's tools and equipment
 - 2 The Owner will effect and maintain such boiler and machinery insurance as may be necessary and/or required by law. This insurance shall include the interest of the Owner, the Construction Manager, the Contractors, and Sub-contractors in the Work
 - 3 Any loss insured under Paragraph 26 B-G is to be adjusted with the Owner and made payable to the Owner as trustees for the insured's, as their interests may appear
 - 4 The Owner, the Construction Manager, the Architect, the Contractors, and the Sub-contractors waive all rights against each other and any other contractor or subcontractor engaged in the Project for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 27 B, or any other property or consequential loss insurance applicable to the project, equipment used in the Project, or adjacent structures, except such rights as they may have to the proceeds of such insurance. If any policy of insurance requires an endorsement to maintain coverage with such waivers, the owner of such policy will cause the policy to be so endorsed. The Owner will require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractors and Sub-contractors by any separate contractor and his subcontractors
 - 5 The Owner shall deposit in a separate account any money received as trustees, and shall distribute it in accordance with such agreement as the parties in interest may reach
 - 6 The Owner as trustees shall have power to adjust and settle any loss with the insurers
 - 7 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsements to the policy or policies

This insurance shall not be cancelled or lapsed on account of such partial occupancy

28 Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

29 Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve months from the date of final acceptance of the work.

30 Compliance with Air and Water Acts

- (a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that
- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20
 - 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended
 - 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications
- (b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31 Equal Employment Opportunity

- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32 Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

34 The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project
- (b) The Contractor will include this clause in every subcontract for work in connection with the project

35 Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise

36 Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract

37 Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract

38 Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge zero (0) copies of the Contract Documents, including Technical Specifications and Drawings. Copies requested by the Contractor will be retrieved, produced and furnished by the Contractor at his cost

39 Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 270 calendar days thereafter

40 Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of one dollar and zero cents (\$1 00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U S Department of Housing And Urban Development

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv), also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(iv) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of an laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D. C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete,

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3,

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A 3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A 3 (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) Apprentices and Trainees.

(i) Apprentices Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of influencing in any way the action of such Administration, makes, utters or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96)

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Crain Group, L L C agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Galveston.

- A To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan
- B To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U S Employment Service
- C To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D To insert this plan in all bid documents and to require all Proposers on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area
- F To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort
- G To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities
- H To maintain records, including copies of correspondence, memoranda, etc , which document that all of the above affirmative action steps have been taken
- I To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan
- J To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives
- K To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives

As officers and representatives of Crain Group, L L C, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions

Signature

Title

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No of Contracts	Approx Total Dollar Amount	Estimated No to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No of Positions Currently Filled	No of Positions not Filled	No of Positions to fill with L/M Residents
Totals				

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Crain Group, L.L.C. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988)

LABOR STANDARDS AND PREVAILING WAGE RATE

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1 The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility

2 He certifies that

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5 6(b) of the Regulations of the Secretary of Labor Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions

3 He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors

4 He certifies that

- (a) The legal name and the business address of the undersigned are

(b) The undersigned is

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name title and address of the owner, partners or officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____

(Contractor)

By _____

WAGE RATE DETERMINATION

General Decision Number: TX100010 04/01/2011 TX10

Superseded General Decision Number TX20080010

State: Texas

Construction Type Building

Counties: Chambers, Galveston, Liberty and Waller Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes & apartments up to & including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	06/11/2010
4	07/02/2010
5	08/13/2010
6	09/03/2010
7	10/22/2010
8	10/29/2010
9	01/07/2011
10	04/01/2011

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).	\$ 20.63	8.30

BOIL0074-002 08/08/2010

	Rates	Fringes
BOILERMAKER..	\$ 25.95	16 88

* CARP0551-004 04/01/2008

CHAMBERS, GALVESTON & WALLER COUNTIES

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work) .	\$ 21.00	6.43

* CARP0551-005 04/01/2008

LIBERTY COUNTY

	Rates	Fringes
CARPENTER (Acoustical Ceiling Work Only).....	\$ 21 00	6 43

ELEC0479-004 08/31/2010

	Rates	Fringes
Electricians (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) CHAMBERS (that part east of the Trinity River) AND LIBERTY (that part east of the Trinity River) COUNTIES.	\$ 25.65	11 07

ELEC0527-001 08/31/2009

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wire and Installation of Fire Alarms, Security Systems, Telephones, and Computers) GALVESTON COUNTY	\$ 25.50	8.73

* ELEC0716-003 08/30/2010

	Rates	Fringes
Electrician (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) *LIBERTY AND WALLER COUNTIES (* That portion north and west of a line beginning at the Chambers-Harris county line and Interstate Route 10, west on Route 10 to the San Jacinto River, south on the San Jacinto River to State Highway 134, southwest and south on State Highway 134 to State Highway 225, east on state Highway 225 to Underwood Road, south on Underwood Road to Spencer Highway to Willow Springs Bayou' south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston county		

line.)	\$ 26.65	7.67

ELEV0031-001 01/01/2010		
	Rates	Fringes
ELEVATOR MECHANIC..	.. ..\$ 34 955	20.235
FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays New Year's Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day, Christmas Day; and Veterans Day.		

IRON0135-001 09/01/2008		
	Rates	Fringes
IRONWORKER, STRUCTURAL (GALVESTON COUNTY)	. . . . . \$ 26.65	5 50

PLAS0079-002 07/01/2004		
	Rates	Fringes
PLASTERER CHAMBERS, LIBERTY & WALLER COUNTIES.	..... \$ 19.42	1.00

PLAS0681-002 04/01/2005		
	Rates	Fringes
PLASTERER Galveston County	. . . . \$ 20.15	3 20

PLUM0068-005 10/01/2010		
	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 28 79	9.40

PLUM0211-005 10/01/2010		
	Rates	Fringes
Pipefitters (Excluding HVAC Pipe) Galveston and Waller Counties.....	..... \$ 28.42	9 97

PLUM0211-006 10/01/2010		
	Rates	Fringes
Pipefitter including HVAC pipe Chambers & Liberty Counties.	\$ 28.42	9.97

* SFTX0669-001 04/01/2011		
	Rates	Fringes

SPRINKLER FITTER (Fire
Sprinklers)\$ 25.40 16.00

SPHE0054-010 07/01/2010

	Rates	Fringes
Sheet Metal (including HVAC Duct, System Installation) .	\$ 26.89	10 57

SUTX2005-011 04/28/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls).....	\$ 14.00	0.00
BRICKLAYER	\$ 18 00	0 00
Carpenter (excluding Acoustical Ceiling Work) LIBERTY COUNTY... ..	\$ 13.52	3.18
CEMENT MASON/CONCRETE FINISHER .	\$ 12 76	0 00
DRYWALL FINISHER/TAPER....	\$ 12.21	0 92
Drywall Hanger (Including Metal Stud Install).	\$ 12 49	1 38
Formbuilder/Formsetter CHAMBERS, LIBERTY & WALLER COUNTIES... ..	\$ 11.66	0 00
GALVESTON COUNTY..	\$ 11.61	0.00
GLAZIER CHAMBERS, LIBERTY, & WALLER COUNTIES. ...	\$ 14.55	2 46
GALVESTON COUNTY..	\$ 14 00	1.60
INSULATOR -BATT AND FOAM ..	\$ 11.00	0.00
IRONWORKER, REINFORCING ..	\$ 12 02	0 00
IRONWORKER, STRUCTURAL CHAMBERS, LIBERTY, & WALLER COUNTIES ..	\$ 16 15	0 00
Laborers: COMMON, CHAMBERS COUNTY.....	\$ 9.31	0.00
COMMON, GALVESTON COUNTY....	\$ 10.46	0.00
COMMON, LIBERTY COUNTY .	\$ 8.53	0.00
COMMON, WALLER COUNTY. ..	\$ 8 74	0 00
MASON TENDER (BRICK)..	\$ 10 27	0 00
MASON TENDER (CEMENT).	\$ 9.88	0.00
PIPELAYER ..	\$ 12.34	0.00
PLASTERER TENDER .	\$ 12.90	2.51
LATHER..	\$ 16 90	3 61
Painter - Brush, Roller & Spray... ..	\$ 11 14	0.00

Pipefitter (HVAC Pipe Only)		
GALVESTON COUNTY...	.\$ 19.28	3 71
WALLER COUNTIES.	\$ 15.00	3 53

POWER EQUIPMENT OPERATOR

Asphalt Paver...	.\$ 13.50	0.25
Backhoe.....	\$ 12.50	0 00
Crane..	\$ 18 53	3.24
Forklift . . .	\$ 14 53	0.00
Slab & Wall Saw....	\$ 15.54	3.83

ROOFER	\$ 11.38	0 00
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TILE FINISHER	\$ 11 86	0.53
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TILE SETTER.....	\$ 15 71	1 01
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TRUCK DRIVER	\$ 10 75	1.47
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5 5 (a) (1) (11))

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be.

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations Write to

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

2) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) Write to:

Administrative Review Board
U S Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)
hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of.

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of _____
(Number)
which shall be deemed an original, this the _____ day of _____

ATTEST

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST.

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract If CONTRACTOR is Partnership, all partners should execute BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in _____ day
counterparts, each one of which shall be deemed an original, this the _____ day
of _____

ATTEST

(Principal)

(Principal Secretary) By _____(s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND

SECTION 3 CLAUSE

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause)

A The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 1701u (section 3) The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing

B The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3 As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations

C The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin

D The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135 The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135

E The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135

F Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

G With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U S C 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)

COPELAND ACT

Copeland Act Regulations

Title 29 — LABOR

Subtitle A — Office of the Secretary of Labor

PART 3 — CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec
- 3 1 Purpose and scope
 - 3 2 Definitions
 - 3 3 *Weekly statement with respect to payment of wages*
 - 3 4 Submission of weekly statements and the preservation and inspection of weekly payroll records
 - 3 5 Payroll deductions permissible without application to or approval of the Secretary of Labor
 - 3 6 Payroll deductions permissible with the approval of the Secretary of Labor
 - 3 7 Applications for the approval of the Secretary of Labor
 - 3 8 Action by the Secretary of Labor upon applications
 - 3 9 Prohibited payroll deductions
 - 3 10 Methods of payment of wages
 - 3 11 Regulations part of contract.

AUTHORITY The provisions of this Part 3 issued under R S 161, sec 2, 48 Stat §48; Reorg Plan No 14 of 1950, 64 Stat 1267, 5 U S C Appendix, 5 U S C 301, 40 U S C 276c.

SOURCE The provisions of this Part 3 appear at 29 F R 97, Jan 4, 1964, unless otherwise noted

Section 3.1 Purpose and Scope

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the

minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work, and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State

agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent,

subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

(29 FR 97, Jan 4 1964, as amended at 33 FR 32575 Nov 27 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations,

tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify
(29 F.R. 95, Jan. 4, 1964 as amended at 33 F.R. 10186 July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law, (2) It is either (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees, (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise, and (4) the deductions shall serve the convenience and interest of the employee

(e) Any deduction contributing toward the purchase of United States Defense Stamps

and Bonds when voluntarily authorized by the employee

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments. Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and

such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees

(38 F.R. 9770, May 28, 1971)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law,

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees, and

(d) The deduction serves the convenience and interest of the employee

Section 3.7 Applications for the approval of the Secretary of Labor

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section

(a) The application shall be in writing and shall be addressed to the Secretary of Labor

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of

1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(38 F.R. 9770, May 28, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6, and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties, and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof

Attorney's signature _____ Date _____

Print Attorney's Name _____

INVITATION FOR PROPOSALS ATTACHMENT A MONETARY PRICE PROPOSAL

1. OWNER: Galveston County
2. PROJECT: San Leon Fire/EMS Facility RFP #B111052
3. Architect/Engineer Lockwood, Andrews & Newnam, Inc
4. SUBMITTED BY: Crain Group, L.L.C.
Proposer Name
2635 Miller Ranch Road
Pearland, Texas 77584
Proposer Address
713 436 8727
Proposer Phone Number
jgreen@craingroup.com
Proposer e-mail or website

5. PROPOSAL:

- A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 2, 2011 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below
- B In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
 - 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
 - 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
 - 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
 - 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.
- C Furnish specified insurance
- 01 *Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Contractor*

6. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or

anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **Addenda:** The undersigned acknowledges receipt of:

Addenda #	1	dated	08/04/2011
Addenda #	2	dated	08/29/2011
Addenda #		dated	___/___/2011

8. **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance & Testing Allowance)

Six hundred forty five thousand Dollars and no/100 \$ 645,000.00
(Amount written in words governs) (Amount in figures)

9. **Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 210 calendar days

10. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

Thirty three thousand Dollars and no/100 \$ 33,000.00
(Amount written in words governs) (Amount in figures)

11. **Testing Allowance:** The undersigned agrees to include a Testing Allowance equal to \$6,000 as per Section 01020 of the Project manual

Six Thousand _____ Dollars and no/100 \$ 6,000
(Amount written in words governs) (Amount in figures)

12. **Total:** The sum of items 8 - 11 above

Six hundred eighty four thousand Dollars and no/100 \$ 684,000.00
(Amount written in words governs) (Amount in figures)

13. **ALTERNATES** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO 1 Install driveway and gate located at the northeast portion of the site

Add/Deduct Twenty Thousand Dollars and no/100 \$ 20,000.00
Circle one (Amount written in words governs) (Amount in figures)

Proposer's Printed Name .. Crain Group, L.L.C.

Proposers Address . 2635 Miller Ranch Road
Pearland, Texas 77584

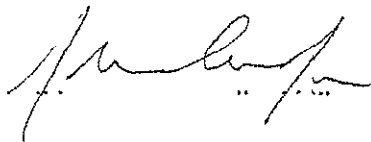
Proposers Phone Number 713.436 8727

Signatory's Printed Name . John Green

Signatory's Position/Title Vice-President

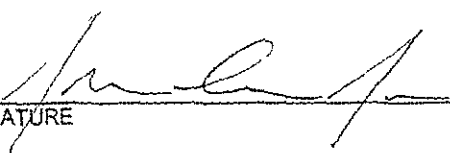
Seal

Signature



date .. 9/1/2011

INVITATION FOR PROPOSALS ATTACHMENT B CONTRACTOR CERTIFICATIONS

U S Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights	
NAME AND ADDRESS OF BIDDER (include ZIP Code) Crain Group, L.L.C. 2635 Miller Ranch Road Pearland, Texas 77584	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that <input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000) <input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964 <input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000) <input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
John Green	
NAME AND TITLE OF SIGNER (Please type)	
	9/1/2011
SIGNATURE	DATE

INVITATION FOR PROPOSALS ATTACHMENT C NONCOLLUSION AFFIDAVIT OF PRIME
BIDDER

State of Texas)

County of Brazoria)

John Green, being first duly sworn, deposes and says that

(1) He is Vice-President of Crain Group, L.L.C., the Bidder that has submitted the attached Bid,

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid,

(3) Such Bid is genuine and is not a collusive or sham Bid,

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the office of Purchasing Agent (Local Public Agency) or any person interested in the proposed Contract, and Galveston, TX

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(Signed)

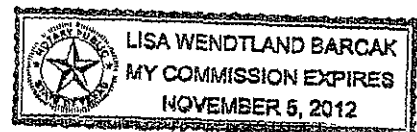
Vice-President

Title

Subscribed and sworn to me this 1st day of September, 2011

By: Lisa Wendtland Barcak
Notary Public

My commission expires November 5, 2012



INVITATION FOR PROPOSALS ATTACHMENT D BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Crain Group, L L C as PRINCIPAL, and Travelers Casualty and Surety Company of America, as SURETY are held and firmly bound unto Galveston County Office of the Purchasing Agent hereinafter called the "Owner", in the penal sum of Five Percent Greatest Amount Bid ----- Dollars, (\$ 5% G.A.B.), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated September 1, 2011, for B111052 - San Leon Fire and EMS Facility

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 1st day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body

Crain Group, L L C

(SEAL)

Attest

By

[Signature] (SEAL)
John G. [unclear] Affix

Travelers Casualty and Surety Company of America Corporate Seal

Attest

Stacy Owens
Stacy Owens, Secretary

By

C. A. McClure
C. A. McClure, Attorney-in-Fact Affix
Corporate Seal

Attest

By

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond, that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation, that I know his signature, and his signature

thereto is genuine, and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body

Corporate
Seal

Title _____

* Power-of-attorney for person signing for surety company must be attached to bond

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc
 St Paul Fire and Marine Insurance Company
 St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No 215018

Certificate No 003853149

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc, is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer, and Michelle Ulery

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of August, 2010

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc
 St Paul Fire and Marine Insurance Company
 St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss

By

George W. Thompson
 George W. Thompson Senior Vice President

On this the 23rd day of August, 2010, before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
 My Commission expires the 30th day of June, 2011



Marie C. Tetreault
 Marie C Tetreault, Notary Public



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at

Texas Department of Insurance
P O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001

INVITATION FOR PROPOSALS ATTACHMENT E OFFEROR QUESTIONNAIRE

SECTION A - GENERAL INFORMATION

- 1 **Company Information:** Provide the following information regarding your company

Name/Name of Agency/Company Crain Group, L.L.C.
Address 2635 Miller Ranch Road, Pearland
State TX Zip Code 77584 Telephone 713.436.8727 Fax 713.436.8730

- 2 **Contact Information:** List the person who the Owner may contact concerning your proposal or setting dates for meetings

Name John Green
Address 2635 Miller Ranch Road, Pearland
State TX Zip Code 77584 Telephone 713.436.8727 Fax 713.436.8730

- 3 Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes ☐ No ☒

- 4 Is your Company authorized and/or licensed to do business in Texas?

Yes ☒ No ☐

- 5 Provide any other names under which your business has operated within the last 5 years

SECTION B - EXPERIENCE, BACKGROUND, QUALIFICATIONS

- 1 **Debarment/Suspension Information:** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension

- 2 **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes ☐ No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture

- 3 **Bankruptcy Information.** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☒

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets

- 4 **Contractor Default** Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years

Yes ☐ No ☒

If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal

- 5 **References.** Provide from all or the most recent 20 previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc) see attachment
- 6 **Subcontractors and Suppliers.** Identify proposed subcontractors and suppliers Provide experience listings to identify scope of previous work, contact information and other discretionary items to demonstrate qualification of the subcontractors and suppliers to perform the work see attachment
- 7 **Key Personnel.** Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope Response provided should, at a minimum, include information regarding principals of the firm and proposed on-site construction superintendent see attachment
- 8 **Additional Information.** Identify additional skills, experiences, qualifications, and/or other relevant information about the Proposer's qualifications see attachment
- 9 **Claims History.** List all litigation by the firm or its agents or employees in the past ten years
see attachment

REFERENCES

<i>Project</i>	<i>Pearland Fire and EMS Station #5</i>	Pearland, Texas
<i>Description</i>	9,900 sq. ft. New one story building	
<i>Owner</i>	City of Pearland	
<i>Architect/Designer</i>	HBL Architects	
<i>Completion Date</i>	December, 2010	
<i>Owner Contact/Phone #.</i>	Jennifer Lee - 281 652.1760	
	<i>Argyle Town Hall and Police Court Bldg</i>	Argyle, Texas
	13,481 sq. ft. Office Building Renovation	
	Town of Argyle	
	Beck Architecture	
	July, 2010	
	Lyle Drescher - 940 464.7273	
	<i>ARC of Fort Bend County</i>	Missouri City, Texas
	15,300 sq. ft. Tenant Improvement	
	ARC of Fort Bend County	
	PGAL Architects	
	January, 2009	
	Mike Casey and Laura LaVigne - 281 494.5959	
	<i>Brazoria County Adult Probation</i>	Angleton, Texas
	13,666 sq. ft. Tenant Improvement	
	Brazoria County Purchasing Dept.	
	McGuff Architects	
	March, 2010	
	Gerald Hendrick - 979.864 1567	
	<i>Brazoria County Pct. 4 Shop Building</i>	West Columbia, Texas
	10,051 sq. ft. New Pre-engineered metal facility	
	Brazoria County Courthouse Purchasing Dept	
	McGuff Architects	
	July, 2011	
	Gerald Hendrick - 979 864 1567	
	<i>Brazoria Drainage District #4</i>	Pearland, Texas
	7,071 sq. ft. Office Building	
	Brazoria Drainage District #4	
	McGuff Architects	
	May, 2010	
	Mike Yost - 281 485 1434	
	<i>Ft. Bend County Office of Emergency Mgmt.</i>	Richmond, Texas
	Design Build / Office Expansion / Future Site work	
	Fort Bend County	
	HS Partners	
	August, 2010	
	Don Brady - 281 633 7018	

REFERENCES

<i>Project</i>	<i>Fort Bend County Parking Garage</i>	Richmond, Texas
<i>Description</i>	4 Story Parking Garage with 408 Parking Spaces	
<i>Owner</i>	Fort Bend County	
<i>Architect/Designer</i>	The Clerkley Watkins Group, Inc	
<i>Completion Date</i>	September, 2009	
<i>Owner Contact/Phone #</i>	Don Brady - 281.633.7018	
	<i>Fort Bend County Precinct I Facility</i>	Richmond, Texas
	28,500 sq. ft. Administration Facility	
	Fort Bend County	
	Barnum Luchesi Architects, Inc	
	January, 2008	
	Don Brady - 281 633.7018	
	<i>Fort Bend County Tax Assessor Collector</i>	Richmond, Texas
	28,500 sq. ft. Administration Facility	
	Fort Bend County	
	Barnum Luchesi Architects, Inc	
	February, 2009	
	Don Brady - 281 633 7018	
	<i>Jane Long Annex</i>	Richmond, Texas
	30,000 sq. ft. Design / Build Renovation	
	Fort Bend County	
	Yeatts Architects, Inc.	
	February, 2010	
	Don Brady - 281 633 7018	
	<i>Fagioli Group</i>	Manvel, Texas
	7,250 sq. ft. Interior Renovation	
	Fagioli, Inc	
	Rotter Studio	
	April, 2011	
	Edoardo Ascione - 281 997 3434	
	<i>Frost Bank</i>	Bellaire, Texas
	9,500 sq. ft. Tenant Improvement on Multi	
	Tenant Floor - Existing High Rise Office Building	
	Frost Bank	
	PDR Corporation - July, 2010	
	Marvin Wallace - 713 388 1018	
	<i>Innovative Mission</i>	Pearland, Texas
	3,000 sq. ft. Tenant Improvements	
	R West Development, Co, Inc	
	MSA Architects	
	November, 2007	
	Renee McGuire - 281 997 1500	

REFERENCES

<i>Project</i>	John Miller Agency	Pearland, Texas
<i>Description</i>	4,000 Tenant Improvements	
<i>Owner</i>	R West Development, Co , Inc	
<i>Architect/Designer.</i>	MSA Architects	
<i>Completion Date.</i>	January, 2008	
<i>Owner Contact/Phone #.</i>	John Miller - 281 997.9706	
	Southern Container	Houston, Texas
	Approx 3,930 sq ft Remodel / Existing Offices	
	Southern Container, Ltd.	
	Jim DiCarlo	
	September, 2010	
	Brook Wiggan - 713 466 5661	
	Texas Emergency Care Clinic	Pearland, Texas
	4,224 sq. ft Emergency Room Facility	
	CFM Interests, Ltd	
	Yeatts Architects, Inc	
	May, 2006	
	Ronda Sandall - 832.220.1290	
	Texas Emergency Care Clinic - Extension	Pearland, Texas
	1,522 sq. ft. new space / 1,182 sq ft existing space	
	CFM Interest, I TD	
	Yeatts Architects, Inc.	
	June, 2010	
	Ronda Sandall - 832 220 1290	
	United Title of Texas - Pearland	Pearland, Texas
	4,000 sq. ft Tenant Improvements	
	United Title of Texas	
	Thirld Coast Architects	
	April, 2006	
	Richard Adams - 512 340 4100	
	Vision Gallery	Katy, Texas
	2,248 sq ft Tenant Improvement	
	Dr Daniel Sun Jee	
	Jim DiCarlo	
	April, 2006	
	Danny Jee - 281.890.7595	

SUBCONTRACTORS AND SUPPLIERS

<u>Subcontractor</u>	<u>Subcontractor Contact</u>	<u>Jobs</u>	<u>Owner Contact</u>
Aber Fence "Fence and Gates"	Lawrence Sandoval 281-931-1600	THV Equipment Holdings	Jim Sheard - 780-577-4499
Acoustical Material Supply "Doors/Frames/Hardware"	Will Pape 713-462-0100	Brazoria County Drainage District #4 Clear Lake Chinese Church Texas Emergency Clinic Atascocita	Jeff Brennan - 281-485-1434 Stanton Yao - 281-338-1929 Ronda Sandall - 832-220-1290
AGE Construction "Concrete"	Elias Garza 713-910-1400	Brazoria County Pct 4 Shop Building Clear Lake Chinese Church Fagioli Group Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita	Gerald Hendrick - 979-864-1646 Stanton Yao - 281-338-1929 Edoardo Ascione - 281-997-3434 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290
Airflow Design "HVAC and Mechanical"	Jon Horner 281-817-5770	Brazoria County Pct 4 Shop Building Brazoria County Drainage District #4 Fagioli Group Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita	Gerald Hendrick - 979-864-1646 Jeff Brennan - 281-485-1434 Edoardo Ascione - 281-997-3434 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290
Architectural Floors "Flooring"	Jonathan Guel 713-627-2112	Brazoria County Pct. 4 Shop Building Brazoria County Drainage District #4 Clear Lake Chinese Church Harvest United Methodist Church Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita	Gerald Hendrick - 979-864-1646 Jeff Brennan - 281-485-1434 Stanton Yao - 281-338-1929 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290
Brickfield Builders "Masonry"	Chip Hosek 713-946-0683	Brazoria County Drainage District #4 Fort Bend County Parking Garage Harvest United Methodist Church Pearland Fire & EMS Station #5	Jeff Brennan - 281-485-1434 Don Brady - 281-633-7018 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760
CLS Technology "Fire Alarms"	August Skopik 281-347-7973	Brazoria County Drainage District #4 Harvest United Methodist Church Texas Emergency Clinic Atascocita	Jeff Brennan - 281-485-1434 Jamie Knight - 281-731-2115 Ronda Sandall - 832-220-1290
Diamond Power Services "Electrical"	David Rodriguez 713-256-0521	Clear Lake Chinese Church Fagioli Group Pearland Fire & EMS Station #5 THV Equipment Holdings	Stanton Yao - 281-338-1929 Edoardo Ascione - 281-997-3434 Jennifer Lee - 281-652-1760 Jim Sheard - 780-577-4499

SUBCONTRACTORS AND SUPPLIERS

<u>Subcontractor</u>	<u>Subcontractor Contact</u>	<u>Jobs</u>	<u>Owner Contact</u>
EMI Construction "Earth Work"	John Martinez 281-357-0404	Brazoria County Pct 4 Shop Building Brazoria County Drainage District #4 Clear Lake Chinese Church Fort Bend County Parking Garage Harvest United Methodist Church Texas Emergency Clinic Atascocita THV Equipment Holdings	Gerald Hendrick - 979-864-1646 Jeff Brennan - 281-485-1434 Stanton Yao - 281-338-1929 Don Brady - 281-633-7018 Jamie Knight - 281-731-2115 Ronda Sandall - 832-220-1290 Jim Sheard - 780-577-4499
Johnny's Custom Cabinets "Millwork"	Johnny Guerrero 281-498-8950	Brazoria County Drainage District #4 Harvest United Methodist Church Pearland Fire & EMS Station #5	Jeff Brennan - 281-485-1434 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760
JTM Construction "Utilities"	Jeff Beltz 281-239-0374	Brazoria County Pct 4 Shop Building Brazoria County Drainage District #4 Fort Bend County Parking Garage Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita THV Equipment Holdings	Gerald Hendrick - 979-864-1646 Jeff Brennan - 281-485-1434 Don Brady - 281-633-7018 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290 Jim Sheard - 780-577-4499
KNJ Construction "Drywall Systems"	Juan Perez 281-780-0657	Brazoria County Pct 4 Shop Building Brazoria County Drainage District #4 Clear Lake Chinese Church Fagioli Group Harvest United Methodist Church Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita	Gerald Hendrick - 979-864-1646 Jeff Brennan - 281-485-1434 Stanton Yao - 281-338-1929 Edoardo Ascione - 281-997-3434 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290
The Troubleshooters "Steel Fabrication"	Mike Callan 713-695-9195	Clear Lake Chinese Church Fagioli Group Fort Bend County Parking Garage Harvest United Methodist Church Pearland Fire & EMS Station #5 Texas Emergency Clinic Atascocita THV Equipment Holdings	Stanton Yao - 281-338-1929 Edoardo Ascione - 281-997-3434 Don Brady - 281-633-7018 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760 Ronda Sandall - 832-220-1290 Jim Sheard - 780-577-4499
Vicmar Plumbing "Plumbing and Utilities"	Rene Benitez 713-856-8164	Fort Bend County Parking Garage Harvest United Methodist Church Pearland Fire & EMS Station #5	Don Brady - 281-633-7018 Jamie Knight - 281-731-2115 Jennifer Lee - 281-652-1760

KEY PERSONNEL



PHILLIP "BRAD" CRAIN
President
Project Executive

EDUCATION

Bachelor of Science, Texas A&M University
Building Construction

EXPERIENCE

Mr. Crain is charged with managing the administration, operations, and business development of Crain Group, L.L.C. Mr. Crain began his professional construction career with Brown and Root, Inc. while working within their Project Management Services Division and focusing on institutional, industrial and heavy civil projects.

Mr. Crain joined Terramark Construction in 1995 as a project manager. In 2001, Mr. Crain acquired a partnership interest in the firm and was later named President in 2003. Mr. Crain resigned from Terramark in 2004 to structure the newly formed Crain Group, L.L.C.

Mr. Crain has been involved in the development and/or construction of over 4,000,000 square feet of medical facilities, professional buildings, retail centers, industrial buildings and renovation work since 1991. Mr. Crain has proven professional expertise in all levels of project management from conceptual estimating, detailed scheduling, subcontract administration, value engineering, design build coordination, and general operations throughout a broad array of project types. His project experience includes tilt-wall structures, pre-cast structures, cast-in-place structures, composite structures, conventional wood structures, pre-engineered metal buildings, multi-story buildings, multi-story parking structures, prisons, banks, apartments, restaurants, medical/professional centers, retail centers, renovations, and all types of interior construction.

PROFESSIONAL / COMMUNITY

Mr. Crain is a LEED Green Associate and Crain Group is a Historically Underutilized Business and a NCTRCA Minority Business Enterprise. He is involved with Associated General Contractors of America, Associated Builders and Contractors, Better Business Bureau, Pearland Chamber of Commerce, Construction Leadership Council and Rice Design Alliance.

REPRESENTATIVE PROJECTS

Brazoria County Adult Probation: CD 3/10

GC Services / Renovation

Brazoria County Prct. 4 Shop Building: CD 7/11

GC Services

Brazoria County

Gerald Hendrick: 979 864 1567

The ARC of Fort Bend County: CD 1/09

GC Services / Renovation

Missouri City, Texas

The ARC of Fort Bend County

Mike Casey: 281 494.5959

James Patterson: 281 980 2235

Fort Bend County Gus George Training Academy: CD 9/09

Fort Bend County Tax-Assessor Collector: CD 8/08

Fort Bend County Precinct III Facility: CD 3/10

Fort Bend County Precinct I Facility: CD 12/07

Program Manager

Richmond, Texas

Gilbert Jalamo: 281 341 8646

Don Brady: 281 633 7018

James Knight: 281 238 3095

Pearland Fire and EMS Station #5: CD 1/11

GC Services

Pearland, Texas

City of Pearland

Jennifer Lee: 281 652 1700

Brazoria Drainage District #4: CD 5/10

GC Services

Brazoria Drainage District #4

Mike Yost: 281 485 1434

KEY PERSONNEL



JOHN GREEN
Vice President

EDUCATION

Bachelor of Science, Stephen F Austin University
Psychology / Business Administration

EXPERIENCE

Mr Green began his professional construction career with Crain Group, L L C in 2005 as a Project Manager and quickly became responsible for the day to day operations and management of key construction projects Mr Green has been involved in the project management of numerous projects including medical facilities, professional buildings, retail centers, light-industrial buildings and renovations Mr Green has experience in all levels of project management from conceptual estimating, detailed scheduling, subcontract administration, value engineering, design build coordination, and general operations throughout a broad array of project types His project experience includes tilt-wall structures, conventional steel structures, pre-engineered metal buildings, multi-story parking structures, retail centers, renovations, and all types of interior construction In February, 2011 John was appointed Vice President of Crain Group

PROFESSIONAL / COMMUNITY

John is involved with Associated General Contractors of America and Associated Builders and Contractors

REPRESENTATIVE PROJECTS

Brazoria County Adult Probation: CD 3/10
Brazoria County Prct. 4 Shop Building: CD 7/11
Brazoria County
Gerald Hendrick 979 864 1567

Jane Long Annex Renovation: CD 3/10
Fort Bend County Office of Emergency Mgmt: CD 8/10
Fort Bend County Parking Structure: CD 9/09
Fort Bend County
Gilbert Jalomo 281 341 8646
Don Brady 281.633 7018



PATRICK JONES
General Superintendent

EDUCATION

Bachelor of Science, Texas A&M University
Master of Science, Lamar University

EXPERIENCE

Mr Jones is charged with general project supervision, management of subcontractor scheduling, project quality and safety for Crain Group, L L C Mr Jones has 12 years experience in the construction industry and is committed to customer satisfaction with regards to quality, safety, and timely project completion Mr Jones has been involved in the project supervision of numerous projects including multi-level parking structures, light-industrial buildings, medical facilities, storage facilities, professional buildings, and retail centers Mr Jones has experience in all levels of project supervision from development, subcontractor scheduling and coordination, pre-construction trade meetings, complying and conforming to municipality inspection requirements, municipality project close-outs, and punch list generation and completion

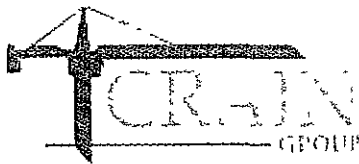
PROFESSIONAL / COMMUNITY

Patrick is involved with the National Rifle Association, Audubon Society and Habitat for Humanity

REPRESENTATIVE PROJECTS

Brazoria County Adult Probation: CD 3/10
Angleton, Texas
Brazoria County
Gerald Hendrick 979 864 1567

Jane Long Annex Renovation CD 3/10
Fort Bend County Office of Emergency Mgmt.. CD 8/10
Fort Bend County Parking Structure. CD 9/09
Richmond, Texas
Fort Bend County
Gilbert Jalomo 281 341 8646 / Don Brady 281 633 7018



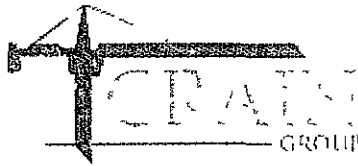
THE COMPANY

CRAIN GROUP, L.L.C is a full-service general contracting and construction management firm experienced in the construction of office buildings, medical office buildings, medical clinics, retail centers, banks, warehouses, showrooms, manufacturing facilities, and office, medical, dental and retail interiors.

The Principal of CRAIN GROUP, L.L.C has been involved in the construction of over 4,000,000 square feet of commercial buildings throughout the greater Houston metropolitan area. CRAIN GROUP, L.L.C is a group of construction industry professionals committed to a common goal of delivering to our clients the quality they deserve and expect, within budget, and on schedule.

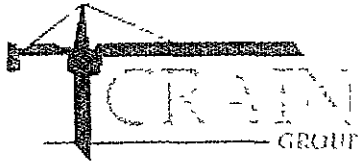
Our services include general contracting, construction management, design consultation, pre-construction consulting, and value engineering. We can provide our services individually for those clients who require a limited scope of service or as a complete package for those needing or desiring cohesive management of their construction project.

We measure our success by the level of our customer's satisfaction. We are committed to providing a level of service that is uncommon in our industry, and to earn your satisfaction.



FIRM PROFILE

<i>Office</i>	2635 Miller Ranch Road Pearland, Texas 77584 Telephone: 713.436.8727 Facsimile: 713.436.8730 Website: www.craingroup.com
<i>Year Firm Established</i>	2004
<i>Services</i>	General Contracting Construction Management Design Consultation Pre-Construction Consulting Value Engineering
<i>Areas of Specialization</i>	Office Buildings, Medical Buildings, Retail Shopping Centers, Restaurants, Banks, Hospitals, Building Renovations, Tilt-wall Construction, Corporate Interiors, Retail Interiors, Medical/Dental Interiors, Industrial, Specialty Commercial, Multi-Level Parking Structures
<i>Principal</i>	Phillip Bradley (Brad) Crain, President
<i>Certifications</i>	Historically Underutilized Business NCTRCA Minority Business Enterprise Certification LEED Green Associate Certification Small Business Enterprise
<i>Affiliations</i>	Associated Builders and Contractors, Inc. Associated General Contractors Better Business Bureau Pearland Chamber of Commerce Rice Design Alliance Central Fort Bend Chamber Alliance



BANKING REFERENCES

<i>Frost Bank</i>	6750 West Loop South Houston, Texas 77251	Richard Foster President 713.388.7674
<i>RJ Capital</i>	3401 Allen Parkway #301 Houston, Texas 77019	Gregory J. Litts President 713.523.1884

ACCOUNTANT

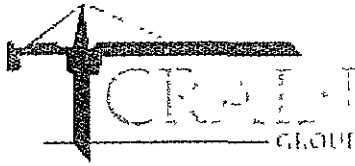
<i>Gainer Donnelly & Desroches, L. L. P.</i>	5847 San Felipe, Suite 1100 Houston, Texas 77057	Sam Gainer 713.621.8090
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INSURANCE AND BONDING

<i>Southern American Insurance Agency</i>	8203 Willow Place South Ste 500 Houston, Texas 77070	Kenneth Meyer 281.890.9294
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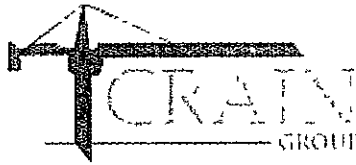
SAFETY RATING

Experience Modifier Rate: 0.68



CLIENT REFERENCES (Abbreviated)

<i>Caps Architects</i>	5700 Braxton, Suite 190 Houston, Texas	D.W. Tan 713.783.9888
<i>Fort Bend OB/GYN</i>	3525 Town Center Blvd. South Sugar Land, Texas 77478	Nelia McWashington 281.499.4999
<i>Fort Bend County</i>	1517 Eugene Heimann Cir. #500 Richmond, Texas 77469	Don Brady 281.633.7017
<i>MTA Architects</i>	2400 Augusta Drive Houston, Texas 77057	Mike Treadway 713.953.1985
<i>Phu Ha Management</i>	17122 Valley Palms Spring, Texas 77379	Hoang Le 832 212.4752
<i>R. West Development Co., Inc</i>	7918 Broadway, Suite 106 Pearland, Texas 77581	Nita Christian 281.997.1500
<i>S.C.A. Consulting Engineers</i>	12511 Emily Court Sugar Land, Texas 77479	Mark Shepard 713.779.7252
<i>Specialty Polymer Coatings</i>	#104 - 20529 - 62 nd Avenue Langley, B.C., Canada V3A 8R4	Chris Alliston 604 609.9484
<i>Techemet</i>	6025 Genoa Red Bluff Pasadena, Texas 77507	Mark Ward 281 991.8300
<i>Vision Source</i>	13615 Bellaire Blvd. Houston, Texas 77083	Dr. Bruce Wick 281.933.3446
<i>Yeatts Architects</i>	322 Julie Rivers Drive Sugar Land, Texas 77478	Gordon Yeatts 281.240.0526
<i>Brazoria Drainage District #4</i>	4813 Broadway Pearland, Texas 77581	Mike Yost 281 485.1434
<i>McGuff Architects</i>	5208 Broadway Pearland, Texas 77581	Jack McGuff 281.485 5200

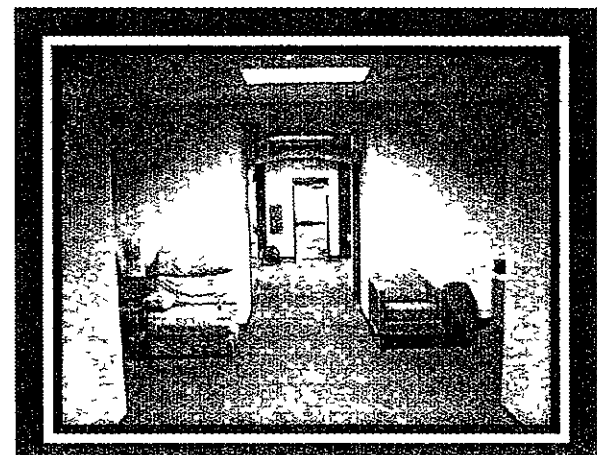
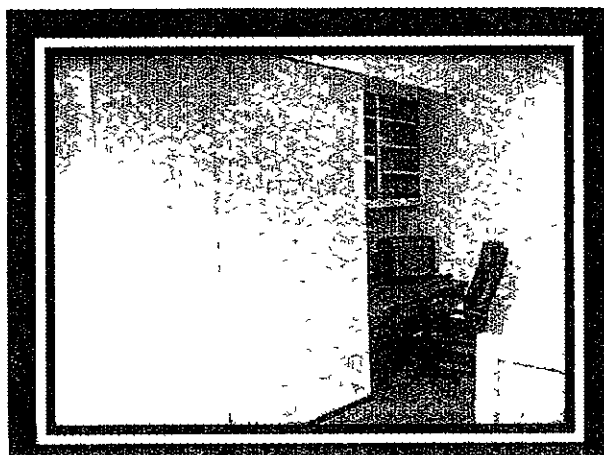
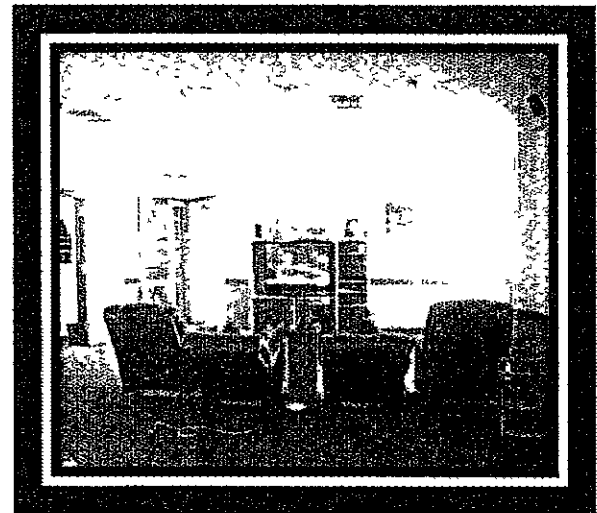
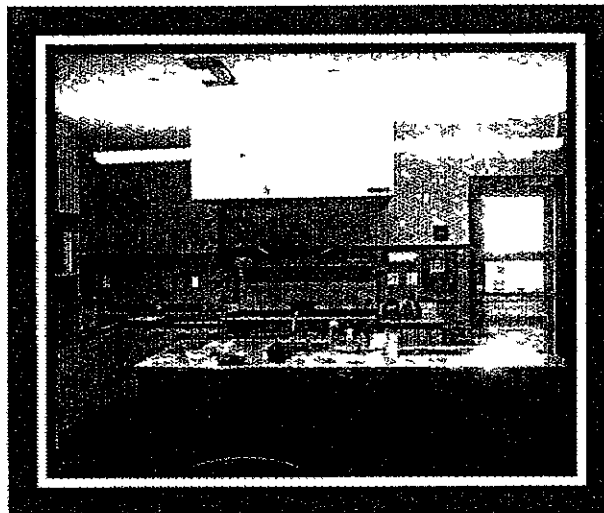
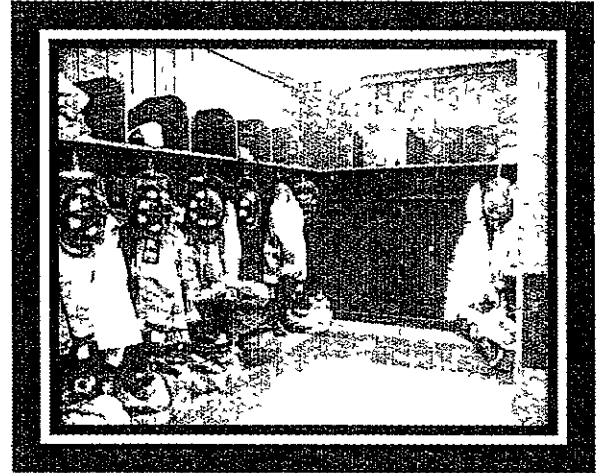


TRADE REFERENCES (Abbreviated)

<i>Allied Fire Protection</i>	P O. Box 2842 Pearland, Texas 77588	Shannon Payne 281.485.6803
<i>Architectural Floors</i>	1803 Allen Parkway Houston, Texas 77056	Jonathon Guel 713.627.2112
<i>Brickfield Builders</i>	9945 Easthaven Houston, Texas 77075	Chip Hosek 713 946 0683
<i>Conditioned Air</i>	13127 Mula Stafford, Texas 77477	Scot Varnau 281-561-6911
<i>Kirtley Sheet Metal</i>	18902 Hamish Tomball, Texas 77377	PJ Kirtley 281.351.1022
<i>L.M.I.</i>	5238 Brittmoore Houston, Texas 77041	Lance Murphy 713.856.8757
<i>Old Spring Glass</i>	20710 Sunshine Lane Spring, Texas 77388	Rayford Glover 281.350 6733
<i>Performance Drywall</i>	18902 Hamish Tomball, Texas 77377	Dave Hagan 281.351.7697
<i>T. A. S.</i>	19319 Oiler Center Blvd. Houston, Texas 77073	Kevin Smyth 281.230 7500
<i>Tejas Surveying</i>	16525 Lexington Blvd, # 270 Sugarland, Texas 77479	Randy McClendon 281-240-9099
<i>Treadwell Electric, L.L.C.</i>	5301 Polk St , Suite #9 Houston, Texas 77023	Donald Treadwell 713 921 9450
<i>Troubleshooters</i>	P O Box 111639 Houston, Texas 77293	Mike Callan 713 695 9195
<i>Vicmar Plumbing</i>	7703 Sawmill Trail Houston, Texas 77040	Rene Benitez 713.856 8727

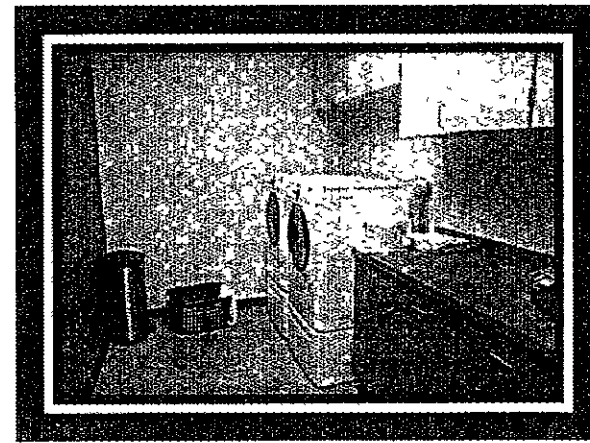
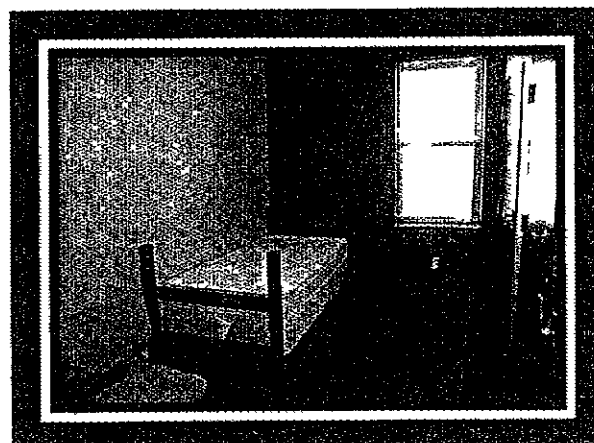
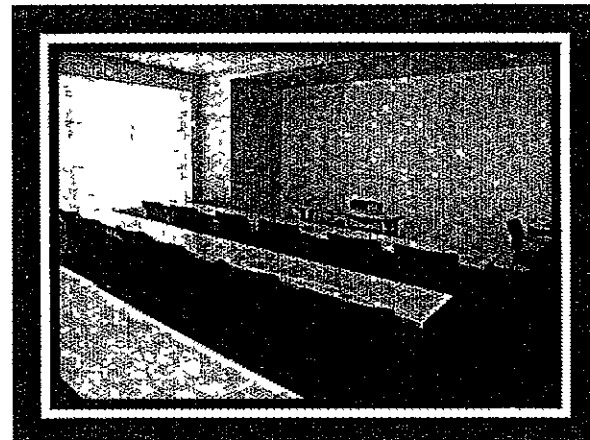
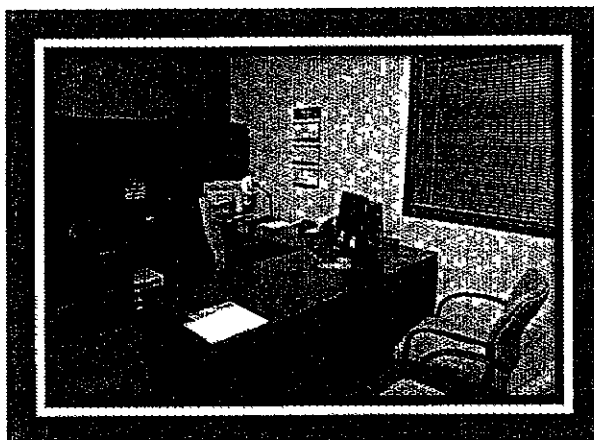
ADDITIONAL INFORMATION

Sugar Land Fire Station



ADDITIONAL INFORMATION

Pearland Fire and EMS Station #5



ACORD

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY(IES) LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, ITS AGENT, BROKER, REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION WAIVER, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern American Insurance Agency, Inc. 8203 Willow Place South, Suite 500 Houston, TX 77070		CONTACT NAME Jerry Valot PHONE (A/C, Ho, Ext) (281)890-9294 FAX (A/C, Ho) (281)890-2229 E MAIL ADDRESS PRODUCER CUSTOMER ID #																																											
INSURED Crain Group LLC 2635 Miller Ranch Road Pearland, TX 77584		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER A</th> <th>INSURER B</th> <th>INSURER C</th> <th>INSURER D</th> <th>INSURER E</th> <th>INSURER F</th> <th>NAC #</th> </tr> <tr> <td>American Casualty Co of Reading PA</td> <td>Continental Casualty Co</td> <td>Valley Forge Ins Co</td> <td></td> <td></td> <td></td> <td>20427</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>20443</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>20508</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	NAC #	American Casualty Co of Reading PA	Continental Casualty Co	Valley Forge Ins Co				20427							20443							20508														
INSURER A	INSURER B	INSURER C	INSURER D	INSURER E	INSURER F	NAC #																																							
American Casualty Co of Reading PA	Continental Casualty Co	Valley Forge Ins Co				20427																																							
						20443																																							
						20508																																							

COVERAGES		CERTIFICATE NUMBER 2011/2012 MSTR		REVISION NUMBER		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR: WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> JECT <input type="checkbox"/> LOC		2088860450	03/07/2011	03/07/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CO./PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Coll Ded \$1,000		2088860402	03/07/2011	03/07/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		2088860352	03/07/2011	03/07/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in HI) If yes describe under DESCRIPTION OF OPERATIONS below		4026820920	03/01/2011	03/07/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000
A	Builders Risk-Includes Windstorm & Flood		2088860450	03/07/2011	03/07/2012	\$2,000,000 Any One Occurrence
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule if more space is required)						

CERTIFICATE HOLDER SAMPLE CERTIFICATE SAMPLE CERTIFICATE		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE <i>Ch McNamee</i> Southern American Ins Agcy /JJV	
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CLAIMS HISTORY

Crain Group, L.L.C (CG) has only one claim with a private sector customer for non-payment of contractual retainage appropriately due and owing. The 30,000 square foot commercial office building was deemed substantially complete by the Owner and Architect on October 29, 2008. The Owner occupied the building thereafter and has enjoyed and utilized the facility for its intended purpose ever since. Subsequent to many failed attempts to contact the Owner, Crain Group, L.L.C (CG) filed a statutory lien upon the property on April 15, 2009 and filed suit to foreclose in April, 2011. The outcome of the matter has not and will not have an adverse affect on Crain Group, L.L.C.

**INVITATION FOR PROPOOSALS ATTACHMENT F COUNTY OF GALVESTON PURCHASING
DEPARTMENT BUILDING CONSTRUCTION – VENDOR QUALIFICATION PACKET**



**County of Galveston
Purchasing Department
Building Construction - Vendor Qualification Packet**
(rev 12 May 23, 2011)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

- Form PEID.** Person/Entity Information Data
Form W-9. Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/w9.pdf> for the latest revision of this form.)
Form CIQ. Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Please refer to the General Conditions of the Contract

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending

Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards - It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

Questions/Concerns.

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel.
Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code



COUNTY of GALVESTON
Purchasing Department

rev 13 March 28 2010

FORM PEID:	Request for Person-Entity Identification Data
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Instructions Please type or print clearly when completing sections 1 thru 4 and return completed form to

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 office
(409) 621-7987 fax

1.	Business Name	Crain Group, L.L.C.		
	Attention Line	John Green		
2.	Physical Address	2635 Miller Ranch Road		
	City	Pearland	State TX	Zip+4: 77584
3.	Billing / Remit Address	2635 Miller Ranch Road		
	City	Pearland	State TX	Zip+4 77584
4.	Main Contact Person.	John Green		
	Main Phone Number	713.436.8727		
	Fax Number.	713.436.8730		
	E-mail Address	jgreen@craingroup.com		

Areas below are for County use only.

Requested By	Phone / Ext #
Department	Date
Action Requested - Check One	IFAS PEID Vendor Number
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data <input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee <input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent <input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Crain Group, L L C

Business name (separate entity name if different from above)

Check appropriate box for federal tax classification (required)
☐ Individual sole proprietor
☐ C Corporation
☐ S Corporation
☒ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) **P**
☐ Other (see instructions) **Other**
☐ Exempt payee

Address (number, street, and apt. or suite no.)
2635 Miller Ranch Road
City, state, and ZIP code
Pearland, Texas 77584

Requester's name and address (optional)

U.S. tax identification number (if any)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

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Employer identification number

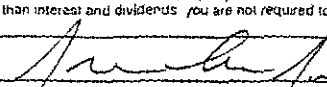
2	0	-	1	6	2	1	2	3	7
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here:  Date: **9/1/2011**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate) or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity
- The U.S. grantor or other owner of a grantor trust and not the trust and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows if a provision of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8. **What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only) or
 - a. You do not certify to the requester that you are not subject to backup withholding under 1 above (for reportable interest and dividends accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions to the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account. For example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties, including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line: Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate.

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status. Then check the "Exempt payee" box on the line following the "Business name/disregarded entity name" sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.
5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
 6. A corporation.
 7. A foreign central bank of issue.
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
 9. A futures commission merchant registered with the Commodity Futures Trading Commission.
 10. A real estate investment trust.
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
 12. A common trust fund operated by a bank under section 584(a).
 13. A financial institution.
 14. A middleman known in the investment community as a nominee or custodian.
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 8.
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5.
Payments over \$500 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7.

See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments apply to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; gross proceeds paid to an attorney; and payments for services provided by a federal executive agency.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for an EIN online, by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution. A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II Certification

To establish to the withholding agent that you are a U.S. person or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1 below and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3 below and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4 Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys, including payments to corporations.

5 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA, or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3 Custodial account of a minor (Uniform Gift to Minors Act)	The minor
4 a. The grantor invokes the services of a grantor (is also trustee) in a so-called trust account that is not a legal or valid trust under state law. b. The grantor is also the owner.	The grantor trustee
5 Sole proprietorship or disregarded entity owned by an individual	The owner
6 Grantor trust filing under Optional Form 1099-Filing Method 1 (see Regulation section 1.671-4(d)(2)(A))	The grantor
For this type of account:	Give name and EIN of:
7 Disregarded entity not owned by an individual	The owner
8 A valid trust, estate, or pension trust	Legal entity
9 Corporation or LLC electing corporate status on Form 990 or Form 2553	The corporation
10 Association of eligible religious, fraternal, educational, or other tax-exempt organizations	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or agency) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1099-Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

1. List and circle the name of the person whose number you furnish. If only one person is joint account holder, this person's number must be furnished.

2. Give the person's name or, if known, the name and SSN.

3. You must enter your company name and you may also enter your business or DBA name on the Business name/disregarded entity name line. You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN.

4. Do not furnish the name of the trust, estate, or pension trust. Do not furnish the name of the person or entity that is the legal entity itself if not designated in the account name. Also see Special rules for partnerships on page 5.

Note: Grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on it, a IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem or are seeking help in resolving tax problems that have not been resolved through normal channels may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4378).

Visit irs.gov/idt to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, the cancellation of debt, or other billings you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS. The IRS uses this information to ensure proper tax collection and to enforce the law. The information may be disclosed to other federal, state, or local agencies for use in administering the law. The information may be disclosed to other countries under a treaty, to federal and state agencies, to enforcement and criminal justice, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to do so by the law. Under section 3406, payers must generally withhold a percentage of the tax, interest, dividend, and certain other payments to a payee who does not provide a TIN to the payer. Certain payers may, also, apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg Regular Session

This questionnaire is being filed in accordance with Chapter 176 Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed See Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

Crain Group, L L C

2 ☐ Check this box if you are filing an update to a previously filed questionnaire

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship

Not Applicable

Name of Officer

This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the filer of the questionnaire?

☐ Yes☐ No

Not Applicable

B Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

Not Applicable

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?


☐ Yes☐ No

Not Applicable

D Describe each employment or business relationship with the local government officer named in this section

Not Applicable

4


Signature of person doing business with the governmental entity

9/1/2011

Date

Adopted 06/29/2007

AGENDA

ITEM

#28c



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

September 20, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: RFP #B111053, Crystal Beach Fire & EMS Facility

Gentlemen,

On, September 1, 2011, proposals were opened in my office for RFP #B111053, Crystal Beach Fire & EMS Facility at which time seven (7) proposals were received from the following companies

- | | |
|--|--------------------|
| • Sterling Structures, Inc | Houston, Texas |
| • Gamma Construction | Houston, Texas |
| • Ardent Construction | Friendswood, Texas |
| • J W Kelso Company, Inc | Galveston, Texas |
| • Daniels Building & Construction, Inc | Beaumont, Texas |
| • SeTex Construction Corporation | Beaumont, Texas |
| • Journeyman Construction | Austin, Texas |

After review of the submittals by the assigned Evaluation Committee, it is recommended that consideration for award be given to the lowest, most responsible proposer, Sterling Structures, Inc, in the amount of \$3,330,000.00

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachments

County Architect



MEMO

Date Thursday, September 20, 2011

Addressed to:

Rufus Crowder .. . Galveston County Purchasing

Project:

Crystal Beach Fire/EMS Facility

General Construction Bid # B111053

Items:

Proposals for General Construction Services for the Crystal Beach Fire/EMS facility were accepted September 1, 2011 on the referenced Proposal package. Proposals were reviewed and evaluated by Charles Kenworthy, Galveston County Director of Maintenance, Kyle LeBlanc PE, Scotty Lewis AIA, Bob Randall AIA, and O.C Unbehagen, Galveston County Construction Manager. Each proposal was evaluated based upon the published criteria and material submitted by Proposers.

This office recommends the Galveston County Purchasing Agent request award of a contract for General Construction at the Crystal Beach Fire/EMS to Sterling Structures Inc in the amount of \$3,330,000.00 based upon the evaluation above and being the most responsive proposal submitted.

Dudley Anderson, County Architect

Mr. Rufus Crowder CPPB, Purchasing Agent

Evaluation Team Rufus Crowder, Scotty Lweis A/A, Bob Randall A/A, Charles Kenworthy, OC Unbehagen, Kyle LeBlanc

The Base Proposal Cost rating is from lowest dollar to highest dollar. The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the rating and multiplying that percentage by the 70 points possible. Therefore the lowest proposal cost will receive 50 points.

	##	Perfect
No team is perfect		
What we want	90	Highest quality work and willingly contributes to the team effort
If above not available	80	Highest quality work and causes the rest of the team extra effort to deal with them
Acceptable	70	Good work and willingly advances the team effort
Mediocre	60	Good work and causes the rest of the team extra effort to deal with them
Provides minimal product	50	Contractually acceptable work and willingly contributes to the team effort
Provides minimal effort if forced to	40	Contractually acceptable work and causes the rest of the team extra effort to deal with them
Would not contract with again	30	Poor work and attempts to contribute to the team effort
Would not contract with again	20	Poor work and causes the rest of the team extra effort to deal with them
	n	

Mr Rufus Crowder CPPB, Purchasing Agent

Evaluation Team
 Rufus Crowder
 Scotty Lyons
 JP Grom
 AIA
 Bob Randall
 AIA
 Charles Kenworthy
 OC Unbehagen

This image is a vertical strip showing a dense, repeating pattern of small, dark, rectangular shapes. The pattern appears to be a barcode or a highly magnified view of a textured surface. The shapes are arranged in a regular, grid-like fashion, with some variations in size and orientation. The overall appearance is that of a highly detailed, repetitive structure.

Lowest Base proposal and/or alternates	\$3,330,000.00
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7722 Moody 5th Floor Galveston Texas 77550 (409) 770-5372

Galveston County Proposal Evaluation Form

Mr Rufus Crowder CPPB, Purchasing Agent

RFP # B111053 - General Construction for Crystal Beach Fire and EMS Facility
Evaluation Team: Rufus Crowder, Sooty Lewis AIA, Bob Randall AIA, Charles Kenworthy, OC Unbehagen, Kyle LeBlanc

all 11/11

Grading		70		5		5		5		10		5		100	
Budget	Proposer	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Probability of satisfactory future maintenance & repair service including time for emergency work	Relevant experience on similar projects and with the governmental market	Quality of Proposed personnel	Team Score								
\$5,555,000.00															
<div> <div>Proposer Bond</div> <div>Addenda 1</div> <div>Addenda 2</div> </div>															
<div> <div>Lowest Base proposal and/or alternates</div> <div>\$3,330,000.00</div> </div>															
Ardent Construction, LLC	Cost	Grading Score	85%	80%	80%	60%	80.50								
JW Kelso Co., Inc	Rating	Grading Score	89%	100%	100%	80%	91.30								
SeTEX Construction Corp	Cost	Grading Score	83%	80%	80%	80%	82.10								
Daniels Bldg & Construction, Inc	Rating	Grading Score	85%	40%	80%	80%	81.50								
Gamma Construction	Cost	Grading Score	85%	20%	60%	60%	85.81								
Sterling Structures, Inc	Rating	Grading Score	100%	80%	80%	60%	93.00								
Journeyman Construction, Inc.	Rating	Grading Score	89%	80%	80%	80%	87.30								

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	0	

Galveston County Proposal Evaluation Form

Mr Rufus Crowder CPPB, Purchasing Agent

RFP # B111053 - General Construction for Crystal Beach Fire and EMS Facility

Evaluation Team Rufus Crowder Scotty Lewis AIA Bob Randall AIA, Charles Kenworthy OC Unbehagen Kyle LeBlanc

Grading		Addenda 1		Addenda 2		Base Proposal and alternate		5		5		5		10		5		Total Score	
Budget		Proposed Bond		Proposed Bond		Proposed Bond		Proposer performance record of timely completion on projects similar in size and scope		Proposer history of claims litigation or arbitration with any Owner in the last 5 years		Probability of satisfactory future maintenance service including time for emergency warranty work		Relevant experience on similar projects and experience with the governmental market		Quality of Proposed personnel		Total Score	
\$5,655,000.00																			
Lowest Base proposal and/or alternates \$3,330,000.00																			
Proposer																			
Ardent Construction, LLC		Y	Y	Y	Y	Y	Y	Y	59.73	4.00	5.00	5.00	5.00	8.00	3.00	84.73			
JW Kelso Co, Inc		Y	Y	Y	Y	Y	Y	Y	62.38	5.00	5.00	5.00	5.00	10.00	5.00	92.38			
Se TEX Construction Corp		Y	Y	Y	Y	Y	Y	Y	58.36	5.00	5.00	5.00	5.00	10.00	5.00	88.36			
Daniels Bldg & Construction, Inc		Y	Y	Y	Y	Y	Y	Y	59.19	5.00	4.00	5.00	5.00	10.00	5.00	88.19			
Gamma Construction		Y	Y	Y	Y	Y	Y	Y	66.81	5.00	3.00	5.00	5.00	10.00	5.00	84.81			
Sterling Structures, Inc		Y	Y	Y	Y	Y	Y	Y	0.00	5.00	5.00	5.00	5.00	10.00	5.00	100.00			
Journeyman Construction, Inc		Y	Y	Y	Y	Y	Y	Y	62.34	5.00	4.00	5.00	5.00	10.00	5.00	91.34			

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No team is perfect	What we want	90	Highest quality Work and willingly contributes to the team effort
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		10	Poor work and causes the rest of the team extra effort to deal with them
		0	

OC Unbehagen

Galveston County Proposal Evaluation Form

Mr Rufus Crowder CPPB, Purchasing Agent

RFP # B111053 - General Construction for Crystal Beach Fire and EMS Facility

Evaluation Team: Rufus Crowder, Scotty Lyons AIA, JP Grom AIA, Bob Randall AIA, Charles Kenworthy OC Unbehagen

Grading		Proposed Bond		Addenda 1		Addenda 2		Base Proposal and alternate		5		5		5		10		5		100			
Budget										Proposer performance record of completion on timely previous projects similar in size and scope		Proposer history of claims litigation or arbitration Owner in the last 5 years		Probability of satisfactory future maintenance repair & service including time for emergency warranty work		Relevant experience on similar projects and governmental market		Quality of Proposed personnel		Total Score			
\$5,655,000.00																							
Lowest Base proposal and/or alternates																							
Proposer																							
Ardent Construction, LLC		Y		Y		Y		Cost Grading Score		85%		59.73		50%		2.00		90%		5.00		90%	
JW Kelso Co, Inc		Y		Y		Y		Cost Grading Score		89%		62.38		70%		3.00		90%		5.00		90%	
SeTEX Construction Corp		Y		Y		Y		Cost Grading Score		83%		58.36		90%		5.00		90%		4.00		90%	
Daniels Bldg & Construction, Inc		Y		Y		Y		Cost Grading Score		85%		59.18		90%		4.00		70%		3.00		90%	
Gamma Construction		Y		Y		Y		Cost Grading Score		95%		66.81		90%		4.00		80%		2.00		90%	
Sterling Structures, Inc		Y		Y		Y		Cost Grading Score		100%		70.00		90%		4.00		90%		4.00		90%	
Journeyman Construction, Inc		Y		Y		Y		Cost Grading Score		89%		62.34		90%		5.00		80%		4.00		90%	

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No team is perfect	What we want	80	70	60	50	40	30	20	0
Perfect	Highest quality Work and willingly contributes to the team effort								
What we want	Highest quality work and causes the rest of the team extra effort to deal with them								
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STANDARD FORM OF AGREEMENT FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

GALVESTON COUNTY }

THIS AGREEMENT, made and entered into this 27th day of September, A D 2011, by and between Galveston County of the COUNTY of Galveston in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Sterling Structures, Inc. of the City of Houston County of Harris in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR

WITNESSETH That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Lockwood, Andrews & Newnam, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 365 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 425 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written

Galveston County, Texas
Party of the First Part (OWNER)

By [Signature]

ATTEST [Signature]

Sterling Structures, Inc.
Party of the Second Part (CONTRACTOR)

By [Signature]

ATTEST [Signature]

GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION

1 Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations
- (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth

2 Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined

- (a) The term "Contract" means the Contract executed between the County of Galveston, hereinafter called the Owner and Sterling Structures, Inc., hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract
- (c) The term "Engineer" mean Lockwood, Andrews & Newnam, Inc. Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract
- (d) The term "Contract Documents" means and shall include the following Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Proposers, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings)

3 Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so

4 Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner

5 Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract

6 Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7 Changes in the Work

- (a) The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form

- 1) A detailed description of the change in the work
- 2) The Contractor's proposal (if any) or a confirmed copy thereof
- 3) A definite statement as to the resulting change in the contract price and/or time
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract

8 Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9 Termination, Delays, and Liquidated Damages

(a) Right of the Owner to Terminate Contract

- (b) In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays

- (d) If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of one dollar and zero cents (\$1.00) for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(e) Excusable Delays

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency,
- 3) Any acts of the Owner,
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions. No allowance for weather not described in the foregoing will be permitted.
- 5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10 Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner, provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11 Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of

its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner

- (b) The Contractor shall submit in detail his claim and his proof thereof
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest

12 Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13 Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer via File Transfer Protocol (FTP) site. Where item is not conducive to electronic communication, submit three copies (Engineer, Owner, Contractor) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary.

14 Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15 Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein
- (e) The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate

16 Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer,
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements,
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient,

- 4) The Owner will pay all other expenses

17 Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18 Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

- (d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations
- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises

19 Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters
- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor

20 Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations

21 Use of Premises

- (a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

22 Removal of Debris, Cleaning, Etc

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition

23 Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications
- (c) The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved

- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24 Review by Owner

The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

25 Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26 Deduction for Uncorrected Work

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- A Contractor shall purchase from and maintain in a company lawfully authorized to do business in the State of Texas and which carry a Best's rating of A-VII or higher such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable:
- 1 claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed
 - 2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or,
 - 3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees,
 - 4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by any other person,

- 5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom,
- 6 claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle,
- 7 claims involving contractual liability insurance applicable to the Contractor's obligations under

B Contractors Liability Insurance

- 1 Contractor shall keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Proposer and providing that the amount by reason of services limits of not less than the following sums

- a Workmen's Compensation

- 1) State Statutory limits

- b Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage

- 1) Bodily Injury

- i \$100,000 00 each person, each occurrence

- ii \$300,000 00 Aggregate, each occurrence

- c Property Damage including loss of use

- 1) \$100,000 00 Each occurrence

- d Products and Completed Operations to be maintained for one (1) year after Final Payment

- e Property Damage Liability Insurance will provide X, C or U coverage as applicable

C Contractual Liability

1 Bodily Injury

- a \$100,000 00 Each Person

- b \$300,000 00 Each occurrence

2 Property Damage

- a \$100,000 00 Each occurrence

D Personal injury, with Employment Exclusion deleted

- a \$100,000 00 Each occurrence

E Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)

1 Bodily Injury

- a \$100,000 00 Each Person

- b \$300,000 00 Each occurrence

2 Property Damage

- a \$100,000 00 Each occurrence

F Umbrella Liability Coverage

1 \$1,000,000 00 to provide excess liability coverages required above

G Galveston County, and Architect/Engineer shall be named as "additional insured" on such policies as are specified above and shall be notified of any changes to the policy during the contractual period

H The above requirements do not establish limits of Contractor's liability

I Such insurance is to be provided at the sole cost of Contractor

J All policies of insurance shall waive all rights of subrogation against Galveston County, its officers, employees and agents

- K Galveston County reserves the right to require additional insurance should it be deemed necessary
- L This insurance required by Subparagraph 27.B-G shall be written for not less than limits of liability listed or required by law, whichever is greater
- M The insurance required by Subparagraph 27 B-G shall include premises operations (including explosion, collapse and underground coverage), elevators, independent contractors, products and/or completed operations, and contractual liability insurance (on a "blanket basis" designating all written contracts), all including broad form property damage coverage. Liability insurance may be arranged under Commercial General Liability policies for the full limits required or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability Policy
- N The insurance required by Subparagraph 27 B-G shall include contractual liability insurance applicable to the Contractor's indemnification provisions in the Agreement between Galveston County and Contractor
- O Property Insurance
 - 1 Unless otherwise provided, the Owner will purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Construction Manager, the Contractors and Sub-contractor in the Work and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage. This coverage carries a deductible per occurrence, which will be paid by Galveston County. This insurance coverage does not cover the Contractor's or Sub-contractor's tools and equipment.
 - 2 The Owner will effect and maintain such boiler and machinery insurance as may be necessary and/or required by law. This insurance shall include the interest of the Owner, the Construction Manager, the Contractors, and Sub-contractors in the Work.
 - 3 Any loss insured under Paragraph 26 B-G is to be adjusted with the Owner and made payable to the Owner as trustees for the insured's, as their interests may appear.
 - 4 The Owner, the Construction Manager, the Architect, the Contractors, and the Sub-contractors waive all rights against each other and any other contractor or subcontractor engaged in the Project for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 27 B, or any other property or consequential loss insurance applicable to the project, equipment used in the Project, or adjacent structures, except such rights as they may have to the proceeds of such insurance. If any policy of insurance requires an endorsement to maintain coverage with such waivers, the owner of such policy will cause the policy to be so endorsed. The Owner will require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Contractors and Sub-contractors by any separate contractor and his subcontractors.
 - 5 The Owner shall deposit in a separate account any money received as trustees, and shall distribute it in accordance with such agreement as the parties in interest may reach.
 - 6 The Owner as trustees shall have power to adjust and settle any loss with the insurers.
 - 7 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the Owner and Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsements to the policy or policies.

This insurance shall not be cancelled or lapsed on account of such partial occupancy

28 Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

29 Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve months from the date of final acceptance of the work.

30 Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that

- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

(b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31 Equal Employment Opportunity

(a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32 Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

34 The Provision of Local Training, Employment, and Business Opportunities

(a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project

(b) The Contractor will include this clause in every subcontract for work in connection with the project

35 Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise

36 Job Offices

(a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations

(b) Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract

37 Partial Use of Site Improvements

The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections

(c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract

38 Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge zero (0) copies of the Contract Documents, including Technical Specifications and Drawings. Copies requested by the Contractor will be retrieved, produced and furnished by the Contractor at his cost

39 Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within 425 calendar days thereafter

40 Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of one dollar and zero cents (\$1 00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion

Federal Labor Standards Provisions

U S Department of Housing And Urban Development

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination, and

(2) The classification is utilized in the area by the construction industry, and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U S Department of Labor, Washington, D C 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of an laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5 5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D. C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5 5(a)(3)(i) and that such information is correct and complete,

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3,

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A 3 (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A 3 (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5 12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5 12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration makes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96)

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Sterling Structures, Inc agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Galveston

- A To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan
- B To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U S Employment Service
- C To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists
- D To insert this plan in all bid documents and to require all Proposers on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
- E To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area
- F To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort
- G To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities
- H To maintain records, including copies of correspondence, memoranda, etc , which document that all of the above affirmative action steps have been taken
- I To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan
- J To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives
- K To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives

As officers and representatives of Sterling Structures, Inc, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions



Signature

President

Title

10/17/11

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No of Contracts	Approx Total Dollar Amount	Estimated No to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No of Positions not Filled	No of Positions to fill with L/M Residents
Totals				

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Sterling Structures, Inc. does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities

(Name) Jay B. Carlton

(Address) 1425 Woodvine

Houston, Texas 77055
City State Zip

Telephone Number (713) 827 - 7447 Voice
() - TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988)

LABOR STANDARDS AND PREVAILING WAGE RATE

U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1 The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility

2 He certifies that

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5 6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions

3 He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors

4 He certifies that

- (a) The legal name and the business address of the undersigned are

(b) The undersigned is

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are

NAME	ADDRESS	TRADE CLASSIFICATION

Date

(Contractor)

By

WAGE RATE DETERMINATION

General Decision Number TX100010 04/01/2011 TX10

Superseded General Decision Number: TX20080010

State: Texas

Construction Type Building

Counties: Chambers, Galveston, Liberty and Waller Counties in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes & apartments up to & including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	06/11/2010
4	07/02/2010
5	08/13/2010
6	09/03/2010
7	10/22/2010
8	10/29/2010
9	01/07/2011
10	04/01/2011

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	.. \$ 20 63	8.30

BOIL0074-002 08/08/2010		

	Rates	Fringes
BOILERMAKER	.....\$ 25.95	16.88

* CARP0551-004 04/01/2008		

CHAMBERS, GALVESTON & WALLER COUNTIES

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work)	...\$ 21 00	6 43

* CARP0551-005 04/01/2008		

LIBERTY COUNTY

	Rates	Fringes
CARPENTER (Acoustical Ceiling Work Only).....	\$ 21.00	6 43

ELEC0479-004 08/31/2010

	Rates	Fringes
Llectricians (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) CHAMBERS (that part east of the Trinity River) AND LIBERTY (that part east of the Trinity River) COUNTIES.	\$ 25.65	11 07

ELEC0527-001 08/31/2009

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire, and Low Voltage Wire and Installation of Fire Alarms, Security Systems, Telephones, and Computers) GALVESTON COUNTY.	\$ 25.50	8 73

* ELEC0716-003 08/30/2010

	Rates	Fringes
Electrician (including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers) *LIBERTY AND WALLER COUNTIES (* That portion north and west of a line beginning at the Chambers-Harris county line and Interstate Route 10, west on Route 10 to the San Jacinto River, south on the San Jacinto River to State Highway 134, southwest and south on State Highway 134 to State Highway 225, east on state Highway 225 to Underwood Road; south on Underwood Road to Spencer Highway to Willow Springs Bayou; south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston county		

Line.).....	...\$ 26 65	7.67

ELEV0031-001 01/01/2010		
	Rates	Fringes
ELEVATOR MECHANIC . . .	\$ 34 955	20.235
FOOTNOTES a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid holidays New Year's Day, Memorial Day; Independence Day, Labor Day, Thanksgiving Day; Friday after Thanksgiving Day, Christmas Day; and Veterans Day.		

IRON0135-001 09/01/2008		
	Rates	Fringes
IRONWORKER, STRUCTURAL (GALVESTON COUNTY). . .	\$ 26 65	5.50

PLAS0079-002 07/01/2004		
	Rates	Fringes
PLASTERER CHAMBERS, LIBERTY & WALLER COUNTIES.....	\$ 19 42	1.00

PLAS0681-002 04/01/2005		
	Rates	Fringes
PLASTERER Galveston County.....	\$ 20.15	3 20

PLUM0068-005 10/01/2010		
	Rates	Fringes
Plumbers (Excluding HVAC Pipe)	\$ 28 79	9 40

PLUM0211-005 10/01/2010		
	Rates	Fringes
Pipefitters (Excluding HVAC Pipe) Galveston and Waller Counties...	\$ 28 42	9.97

PLUM0211-006 10/01/2010		
	Rates	Fringes
Pipefitter including HVAC pipe Chambers & Liberty Counties.	\$ 28 42	9.97

* SFTX0669-001 04/01/2011		
	Rates	Fringes

SPRINKLER FITTER (Fire Sprinklers)	\$ 25 40	16 00
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SHEE0054-010 07/01/2010

		Rates	Fringes
Sheet Metal (including HVAC Duct, System Installation) .		\$ 26 89	10.57

SUTX2005-011 04/28/2005

		Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls). . .	..	\$ 14.00	0.00
BRICKLAYER.....	. . . . .	\$ 18 00	0 00
Carpenter (excluding Acoustical Ceiling Work) LIBERTY COUNTY.....	.....	\$ 13.52	3.18
CEMENT MASON/CONCRETE FINISHER		\$ 12.76	0 00
DRYWALL FINISHER/TAPER	.....	\$ 12 21	0.92
Drywall Hanger (Including Metal Stud Install) ..	.....	\$ 12.49	1 38
Formbuilder/Formsetter CHAMBERS, LIBERTY & WALLER COUNTIES.....	..	\$ 11.66	0.00
GALVESTON COUNTY...	...	\$ 11 61	0.00
GLAZIER CHAMBERS, LIBERTY, & WALLER COUNTIES .....	..	\$ 14 55	2.46
GALVESTON COUNTY.....	.....	\$ 14.00	1 60
INSULATOR -BATT AND FOAM		\$ 11 00	0.00
IRONWORKER, REINFORCING.....		\$ 12.02	0.00
IRONWORKER, STRUCTURAL CHAMBERS, LIBERTY, & WALLER COUNTIES		\$ 16.15	0 00
Laborers:			
COMMON, CHAMBERS COUNTY	..	\$ 9.31	0.00
COMMON, GALVESTON COUNTY .		\$ 10 46	0.00
COMMON, LIBERTY COUNTY ..		\$ 8 53	0 00
COMMON, WALLER COUNTY		\$ 8.74	0.00
MASON TENDER (BRICK) ..	.....	\$ 10.27	0.00
MASON TENDER (CEMENT)....	..	\$ 9.88	0.00
PIPELAYER.....	..	\$ 12 34	0 00
PLASTERER TENDER.	.	\$ 12.90	2 51
LATHER.....	. . . . .	\$ 16.90	3.61
Painter - Brush, Roller & Spray	. . . . .	\$ 11 14	0 00

Pipefitter (HVAC Pipe Only)		
GALVESTON COUNTY.....	\$ 19 28	3 71
WALLER COUNTIES	\$ 15.00	3.53

POWER EQUIPMENT OPERATOR:

Asphalt Paver.	\$ 13 50	0 25
Backhoe....	\$ 12 50	0.00
Crane ..	\$ 18 53	3.24
Forklift...	\$ 14.53	0.00
Slab & Wall Saw ..	\$ 15.54	3.83

ROOFER.....	\$ 11 38	0.00
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TILE FINISHER ..	\$ 11 86	0.53
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TILE SETTER..	\$ 15.71	1 01
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TRUCK DRIVER	\$ 10 75	1.47
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii))

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2) and 3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to

Branch of Construction Wage Determinations

Wage and Hour Division
U S Department of Labor
200 Constitution Avenue, N W.
Washington, DC 20210

2.) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7). Write to

Wage and Hour Administrator
U S Department of Labor
200 Constitution Avenue, N.W
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) Write to.

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final

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END OF GENERAL DECISION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of
(Number)
which shall be deemed an original, this the _____ day of _____

ATTEST

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract If CONTRACTOR is Partnership, all partners should execute BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied

IN WITNESS WHEREOF, this instrument is executed in _____
counterparts, each one of which shall be deemed an original, this the _____ day
of _____

ATTEST

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST

(Surety)

(Witness as to Surety)

By

(Attorney in Fact)

(Address)

(Address)

NOTE Date of BOND must not be prior to date of Contract If CONTRACTOR is Partnership, all partners should execute BOND

SECTION 3 CLAUSE

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause)

A The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U S C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

COPELAND ACT

Copeland Act Regulations

Title 29 — LABOR

Subtitle A — Office of the Secretary of Labor

Sec	
3 1	Purpose and scope
3 2	Definitions
3 3	Weekly statement with respect to payment of wages
3 4	Submission of weekly statements and the preservation and inspection of weekly payroll records
3 5	Payroll deductions permissible without application to or approval of the Secretary of Labor
3 6	Payroll deductions permissible with the approval of the Secretary of Labor
3 7	Applications for the approval of the Secretary of Labor
3 8	Action by the Secretary of Labor upon applications
3 9	Prohibited payroll deductions
3 10	Methods of payment of wages
3 11	Regulations part of contract

AUTHORITY The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. §48, Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c

SOURCE The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the

PART 3 — CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions

As used in the regulations in this part

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State

agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent,

subsidiary or otherwise, and an officer or agent of such corporation

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

(29 FR 67 Jan 4 1964, as amended at 33 FR 32375, Nov 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office

(c) The requirements of this section shall not apply to any contract of \$2,000 or less

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations,

tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4 1964, as amended at 33 F.R. 10186, July 17 1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise, and (4) the deductions shall serve the convenience and interest of the employee

(e) Any deduction contributing toward the purchase of United States Defense Stamps

and Bonds when voluntarily authorized by the employee

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments. Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and

such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

(38 FR 9770, May 26, 1971)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise,

(b) The deduction is not otherwise prohibited by law,

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees, and

(d) The deduction serves the convenience and interest of the employee

Section 3.7 Applications for the approval of the Secretary of Labor

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section

(a) The application shall be in writing and shall be addressed to the Secretary of Labor

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of

1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.R. 8770, May 28, 1971)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6, and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties, and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof

Attorney's signature _____ Date _____

Print Attorney's Name _____

INVITATION FOR PROPOSALS ATTACHMENT A MONETARY PRICE PROPOSAL

1. **OWNER:** Galveston County
2. **PROJECT:** Crystal Beach Fire/EMS Facility RFP #B111053
3. **Architect/Engineer** Lockwood, Andrews & Newnam, Inc
4. **SUBMITTED BY:** Sterling Structures, Inc
Proposer Name

1425 Woodvine; Houston, Texas 77055
Proposer Address

713/827-7447
Proposer Phone Number
jbcarlton@sterlingstructures.com
Proposer e-mail or website

5 PROPOSAL:

- A Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated August 2, 2011 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below
- B In submitting this proposal, the undersigned, agrees to the following
- 01 Hold the proposal open for acceptance for 60 days from the submission of Proposal
 - 02 Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him
 - 03 Accept the right of the Owner to reject any Subcontractor A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract
 - 04 Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any
 - 05 Complete the Work in accordance with the Contract Documents within the stipulated Contract Time
- C Furnish specified insurance
- 01 Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Contractor

6 The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **Addenda:** The undersigned acknowledges receipt of

Addenda #	dated	08/04/2011
Addenda #	dated	08/29/2011
Addenda #	dated	--/--/2011

8. **Base Proposal:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance & Testing Allowance)

_____ Dollars and no/100 \$ 3,148,000
(Amount written in words governs) (Amount in figures)

9 **Contract Time:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 365 calendar days

10. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual

_____ Dollars and no/100 \$ 158,000
(Amount written in words governs) (Amount in figures)

11. **Testing Allowance:** The undersigned agrees to include a Testing Allowance equal to \$24,000 as per Section 01020 of the Project manual

Twenty-four Thousand _____ Dollars and no/100 \$ 24,000
(Amount written in words governs) (Amount in figures)

12 **Total:** The sum of items 8 - 11 above

_____ Dollars and no/100 \$ 3,330,000
(Amount written in words governs) (Amount in figures)

13 **Alternates** If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Proposal as stipulated

Alternate NO 1 Provide "Sectional Overhead Doors" specified under section 08360 in lieu of "Electric Four Fold Doors and Controllers" specified under section 08350 and indicated on the drawings for the north apparatus bay doors, six total openings.

Add Deduct One Hundred Nine Thousand one Hundred Dollars and no/100 \$ 109,100
Circle One (Amount written in words governs) (Amount in figures)

14. Unit Price The undersigned further agrees that, in case adjustments to the work or material is authorized from what is shown in the Contract, the following Unit Prices will be used in adjusting the Contract Price

Palm Trees specified under section 02930

Unit Price Five Hundred Forty one Dollars and no/100 \$ 541.⁰⁰

(Amount written in words governs)

(Amount in figures)

Proposer's Printed Name Sterling Structures, Inc.

Proposers Address 1425 Woodvine; Houston, Texas 77055

Proposers Phone Number 713/827-7447

Signatory's Printed Name Jay B. Carlton

Signatory's Position/Title President


Seal

Signature

A handwritten signature in black ink, appearing to read 'J. Carlton', written over a horizontal dotted line.

date September 01, 2011

INVITATION FOR PROPOSALS ATTACHMENT B CONTRACTOR CERTIFICATIONS

<p>U S Department of Housing and Urban Development</p> <p>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</p>
<p>INSTRUCTIONS</p>
<p>CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.</p>
<p>NAME AND ADDRESS OF BIDDER (include ZIP Code)</p> <p>Sterling Structures, Inc. 1425 Woodvine; Houston, Texas 77055</p>
<p>CERTIFICATION BY BIDDER</p>
<p>Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>The undersigned hereby certifies that</p> <p><input checked="" type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000)</p> <p><input checked="" type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964</p> <p><input checked="" type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000)</p> <p><input checked="" type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract</p>
<p>Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>NAME AND TITLE OF SIGNER (Please type)</p> <p>Jay B. Carlton, President</p> <p></p>
<p>SIGNATURE</p> <p align="right">September 01, 2011 DATE</p>

**INVITATION FOR PROPOSALS ATTACHMENT C NONCOLLUSION AFFIDAVIT OF PRIME
BIDDER**

State of Texas)

County of Harris)

Jay B. Carlton, being first duly sworn, deposes and says that

(1) He is President of Sterling Structures, Inc., the Bidder that has submitted the attached Bid.

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Galveston County (Local Public Agency) or any person interested in the proposed Contract, and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

(Signed) _____

President

Title

Subscribed and sworn to me this 01st day of September, 2011

By _____

Notary Public

My commission expires _____

September 14, 2013



CYNTHIA R. RHODES
Notary Public, State of Texas
My Commission Expires
September 14, 2013

INVITATION FOR PROPOSALS ATTACHMENT D BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Sterling Structures, Inc. as PRINCIPAL, and Federal Insurance Company as SURETY are held and firmly bound unto County of Galveston hereinafter called the "Owner", in the penal sum of Five Percent of the Greatest Amount Bid Dollars, (\$5% of G A B), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated September 1, 2011, for Crystal Beach Fire and EMS Facility (RFP #0111053)

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 1st day of September, 2011, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body

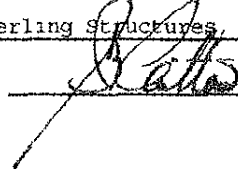
Attest



Sterling Structures, Inc

(SEAL)

By



(SEAL)

Affix
Corporate
Seal

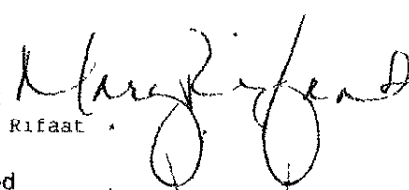
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By

Affix
Corporate
Seal

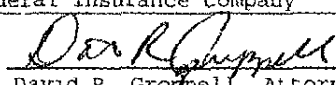
Attest

Mary Rifaat *



Federal Insurance Company


By



David R. Groppell, Attorney-in-Fact

Countersigned

By



Beverly A. Ireland

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sandra S. Carleton, certify that I am the Secretary/Treasurer Secretary of the Corporation named as Principal in the within bond, that Jay B. Carleton who signed the said bond on behalf of the Principal was then President of said corporation, that I know his signature, and his signature

thereto is genuine, and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body

Title Sandy S. Carr Corporate Seal

* Power-of-attorney for person signing for surety company must be attached to bond



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Bruce C. DeHart, David R. Groppell, Sharen Groppell, Roxanne G. Hebert, Beverly A. Ireland, Edward L. Moore and Mary M. Rifeat of Spring, Texas**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **2nd day of February, 2010**.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

On this **2nd** day of **February, 2010**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in dependent presence

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 7316685
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached"

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island, and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this **September 1, 2011**



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3858 e-mail: surety@chubb.com

IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:
YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE
TO OBTAIN INFORMATION ON COMPANIES, COVERAGES,
RIGHTS OR COMPLAINTS AT:**

1-800-252-3439

YOU MAY WRITE THE TEXAS DEPARTMENT OF INSURANCE:

**P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX # (512) 475-1771**

PREMIUM OR CLAIM DISPUTES:

**SHOULD YOU HAVE A DISPUTE CONCERNING YOUR PREMIUM
OR ABOUT A CLAIM, YOU SHOULD CONTACT THE AGENT OR
COMPANY FIRST. IF THE DISPUTE IS NOT RESOLVED, YOU MAY
CONTACT THE TEXAS DEPARTMENT OF INSURANCE.**

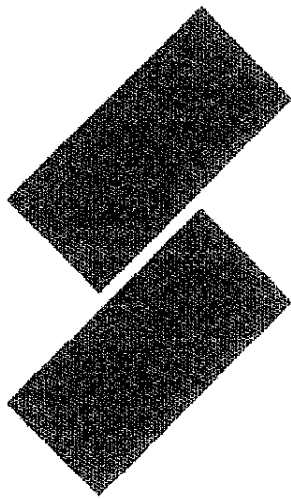
ATTACH THIS NOTICE TO YOUR POLICY

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT
BECOME A PART OR CONDITION OF THE ATTACHED DOCUMENT.**

Crystal Beach Fire & EMS Station
Galveston County

Exhibit E / Qualifications

September 01, 2011



STERLING

Sterling Structures, Inc.
1425 Woodvine Drive
Houston, Texas 77055
713.827 7447

Table of Contents

Description	Proposal Section
Attachment E - Questionnaire	1
References (Past Projects)	2
Personnel	3
Additional Information	4

INVITATION FOR PROPOSALS ATTACHMENT E OFFEROR QUESTIONNAIRE

SECTION A - GENERAL INFORMATION

- 1 **Company Information:** Provide the following information regarding your company

Name/Name of Agency/Company Sterling Structures, Inc.
Address 1425 Woodvine
State Texas Zip Code 77055 Telephone 713/827-7447 Fax 713/827-7230

- 2 **Contact Information:** List the person who the Owner may contact concerning your proposal or setting dates for meetings

Name Jay B. Carlton
Address 1425 Woodvine
State Texas Zip Code 77055 Telephone 713/827-7447 Fax 713/827-7230

- 3 Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes ☐ No ☒

- 4 Is your Company authorized and/or licensed to do business in Texas?

Yes ☒ No ☐

- 5 Provide any other names under which your business has operated within the last 5 years

Not applicable

SECTION B - EXPERIENCE, BACKGROUND, QUALIFICATIONS

- 1 **Debarment/Suspension Information** Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension

- 2 **Surety Information:** Have you or the Company ever had a bond or surety canceled or forfeited?

Yes ☐ No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture

- 3 **Bankruptcy Information:** Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☒

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets

- 4 **Contractor Default.** Have you or the Company defaulted and been removed from any construction Project in the last ten (10) years

Yes ☐ No ☒

If yes, state the name and address of the individual or entity with whom the Project was contracted, the name of the Project, the date of removal and the reason for removal

- 5 **References.** Provide from all or the most recent 20 previous contracts comparable to this contract size and scope during the last five years (including complete Owner name, individual Owner contact, current phone numbers, project size, etc) See attached list.

- 6 **Subcontractors and Suppliers** Identify proposed subcontractors and suppliers Provide experience listings to identify scope of previous work, contact information and other discretionary items to demonstrate qualification of the subcontractors and suppliers to perform the work

Subcontractor information can be provided post-bid.

- 7 **Key Personnel.** Identify the number and professional qualifications (to include licenses, certifications, associations) of key staff to be assigned to the Project and relevant experience on projects of similar size and scope Response provided should, at a minimum, include information regarding principals of the firm and proposed on-site construction superintendent Please see attached resumes.

- 8 **Additional Information.** Identify additional skills, experiences, qualifications, and/or other relevant information about the Proposer's qualifications Please see attached.

- 9 **Claims History** List all litigation by the firm or its agents or employees in the past ten years
None

Relevant Projects in Last Five Years
(Partial List)

Project: Crosby ISD 2010 Facility Renovations

Description: Renovations to multiple campuses
Location of Project: Misc. Facilities in Crosby, Texas
Contract Type: CM@Risk
Contract Amount: \$8,060,608
Square Footage: 590,000 s.f. (9 campuses)
Contractual Completion: August 8, 2011
Actual Completion: August 8, 2011
Owner: Crosby ISD
Chuck Murray (281) 328 9200
706 Runneburg Rd , Crosby, Texas 77532
Architect: cre8 Architects
Jerry Bevel (713) 526 2738 Fax: (713) 526 3198
3815 Montrose Blvd, Suite 123, Houston, Texas 77006

Project: Cypress-Fairbanks ISD Package F Moore ES Renovations

Description: Renovations including MEP and architectural upgrades
Location of Project: 13734 Lakewood Forest Drive, Houston, Texas 77070
Contract Type: Bid
Contract Amount: \$2,641,400
Square Footage: 70,000 s f.
Contractual Completion: August 18, 2011
Actual Completion: August 18, 2011
Cypress-Fairbanks ISD
Derrick Sanders (281) 897 4057
11430 Perry Road, Houston, TX 77064
Architect: PBK Architects
Eric Smith (713) 965 0608 Fax (713) 961 4571
11 Greenway Plaza, 22nd Floor, Houston, Texas 77046

Project: Dickinson ISD Silbernagel Elementary School HVAC Renovations

Description: New ductwork and HVAC equipment
Location of Project: 4201 25th Street, Dickinson, Texas 77539
Contract Type: Bid
Contract Amount: \$2,366,146
Square Footage: 15,876 s.f
Contractual Completion: August 2011
Actual Completion: August 2011
Owner: Dickinson ISD
Jim Rubach (281) 229 7272 Fax (281) 229 7251
3303 Owens Drive, Dickinson, TX 77539
Architect: Kalmans Marshall Engineering
Alan Penn (281) 664 1900 Fax (281) 664 1912
10930 W Sam Houston Pkwy N, Suite 900, Houston, TX 77064

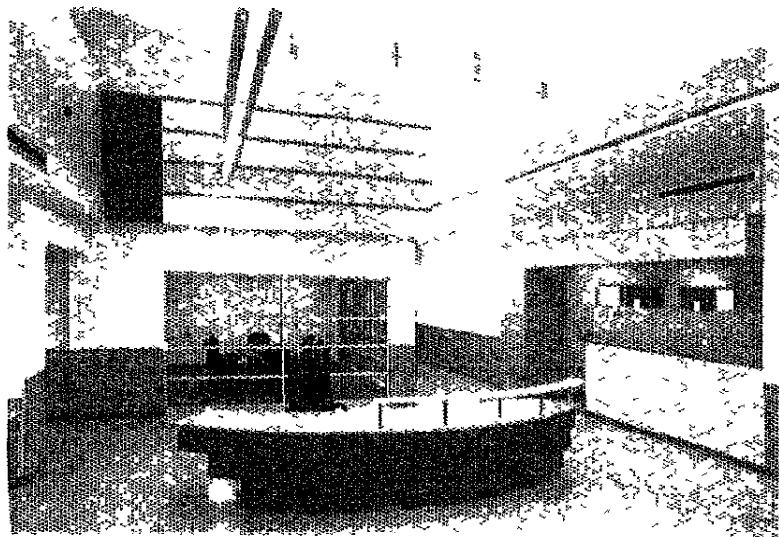


Project: Katy ISD Mayde Creek HS Central Plant Replacement

Description New Central Plant, new MEP equipment
Location of Project: 19202 Groeschke Road, Houston, Texas 77084
Contract Type: Bid
Contract Amount \$2,512,200
Square Footage. 1,476 s.f.
Contractual Completion: August 2011
Actual Completion October 2011
Owner Katy Independent School District
Lisa Kassman (281) 396 6000 Fax: (281) 644 1806
6301 South Stadium Lane, Katy, TX 77494
Architect: Kalmans Marshall Engineering
Alan Penn (281) 664 1900 Fax: (281) 664 1912
10930 W Sam Houston Pkwy N, Suite 900, Houston, TX 77064

Project Name: Transportation Annex & Ancillary Services Building

Description: New Transportation Annex and New Ancillary Services Building to serve Tomball ISD.
Contract Type CM@Risk
Contract Amount: \$7,952,388
Square Feet 45,000 SF
Location Tomball, Texas -- TISD
Contractual Completion. January 2011
Actual Completion January 2011
Owner Tomball Independent School District
Mr David Schuelke (281) 357-3170 Fax (281) 357-3184
1110 Baker, Tomball, Texas 77375
Architect SHW Group
Mr Mark Lam (713) 877-0900 Fax (713) 877-0919
20 E Greenway Plaza, Suite 200, Houston, TX 77046



Project Name: Lomax Junior High School Addition & Renovations Phase II

Description: New Field House and classroom addition, MEP/architectural renovations of existing building

Contract Type: CM@Risk

Contract Amount: \$9,605,589

Square Feet: 90,000 SF

Location: La Porte, Texas – LPISD

Contractual Completion: 8/14/09

Actual Completion: 8/14/09

Owner: La Porte Independent School District
Mr. Mike Clausen (281) 604 7072 Fax: (281) 604-7010
1002 San Jacinto St., La Porte, Texas 77571

Architect: VLK Architects
Mr. Steve Aloway (281) 671-2300 Fax: (281) 671-2313
7915 FM 1960 West, Suite 214, Houston, Texas 77070

Project Name: Alief Administration Building Addition & Renovations

Description: New Board Room and Office Addition and renovations to existing facility

Contract Type: CM@Risk

Contract Amount: \$5,984,151

Square Feet: 65,000 SF

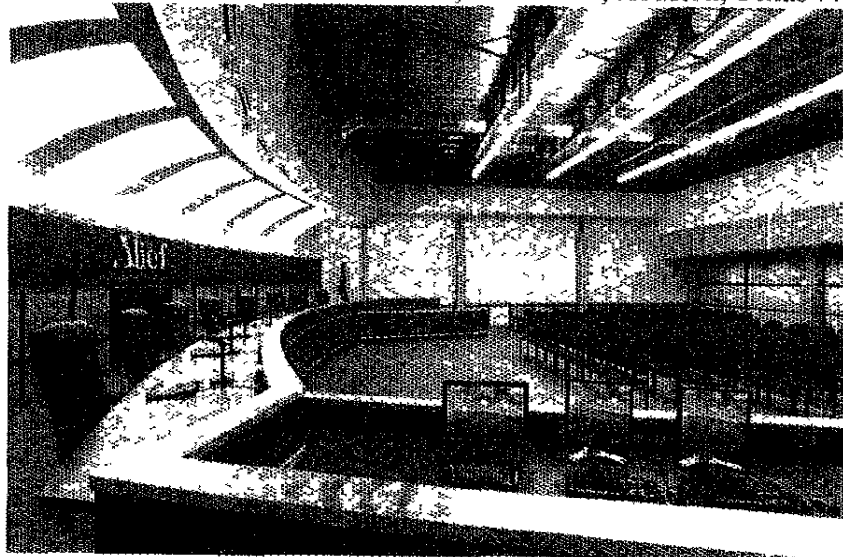
Location: Houston, Texas – Alief ISD

Contractual Completion: January 2009

Actual Completion: Phase I 2/15/2008; Phase II: 6/26/08; Phase 3 1/23/09

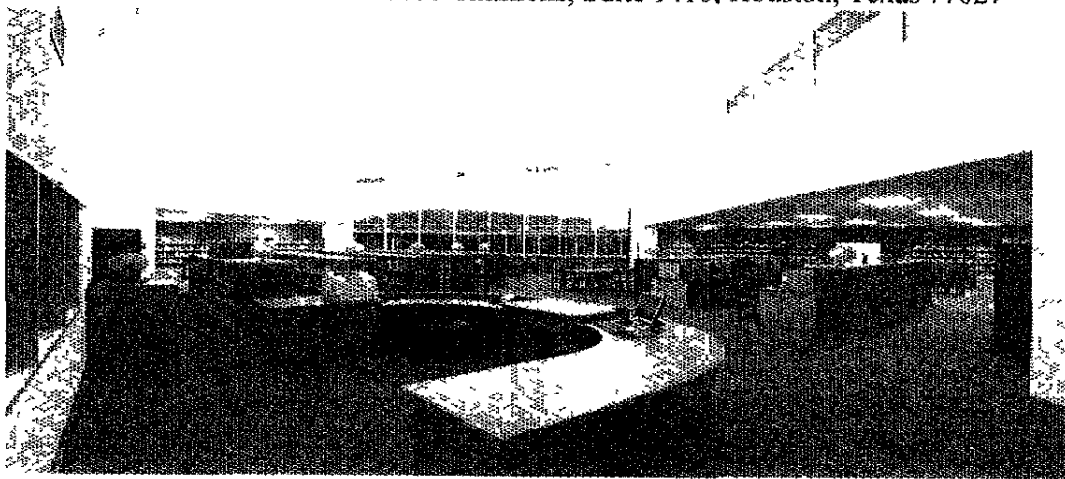
Owner: Alief Independent School District
Mr. Pat Dingrando (281) 498-8110 x 2210 Fax: (281) 498-4051
12135 High Star, Houston, Texas 77072

Architect: SHW Group
Mr. Fred Tooley (713) 621-1651 Fax (713) 621-1677
6100 Timmons, Suite 1410, Houston, Texas 77027



Project Name: Tomball Intermediate School Addition & Renovations

Description: New classroom and library addition, cafeteria and misc. renovations
Contract Type: Competitive Sealed Proposal
Contract Amount: \$11,014,221
Square Feet: 40,000 SF Addition; 60,000 SF Renovation
Location: Tomball, Texas -- Tomball ISD
Contractual Completion: 8/21/09
Actual Completion: 8/21/09
Owner: Tomball Independent School District
Mr. David Schuelke (281) 357-3170 Fax: (281) 357-3180
1110 Baker Dr., Tomball, Texas 77375
Architect: RWS Architects
Ms. Cheryl Lawrence (713) 621-1651 Fax: (713) 621-1677
6100 Timmons, Suite 1410, Houston, Texas 77027



Project Name: Spring ISD B F Clark Primary

Description: Fire Sprinkler, Flooring, ME System Upgrades
Contract Type: Competitive Sealed Proposal
Contract Amount: \$199,385
Square Feet: 79,000 SF
Location: Houston, Texas -- Spring ISD
Contractual Completion: 8/23/2010
Actual Completion: 8/23/2010
Owner: Spring Independent School District
Mr. Allan Patrick (281) 891-6130 Fax: (281) 891-6431
341 E Richey Rd, Bldg A, Houston, Texas 77073
Engineer: DBR Engineering
Mr. Brian Jenkins (713) 914 0888 Fax (713) 914 0886
9990 Richmond, S Bldg, Suite 300 Houston, Texas 77042

Project Name: Spring ISD Spring High School Press Box & Concessions

Description New Press Box & Concessions at Spring High School
Contract Type Competitive Sealed Proposal
Contract Amount \$538,000
Square Feet 2600 SF
Location Houston, Texas – Spring ISD
Contractual Completion 8/16/2010
Actual Completion 8/16/2010
Owner Spring Independent School District
Mr Allan Patrick (281) 891-6130 Fax (281) 891-6431
341 E Richey Rd, Bldg A, Houston, Texas 77073
Architect PBK Architects
Ms. Hannah Deford (713) 965-0608 Fax (713) 961-4571
11 Greenway Plaza, 22nd Floor, Houston, Texas 77046

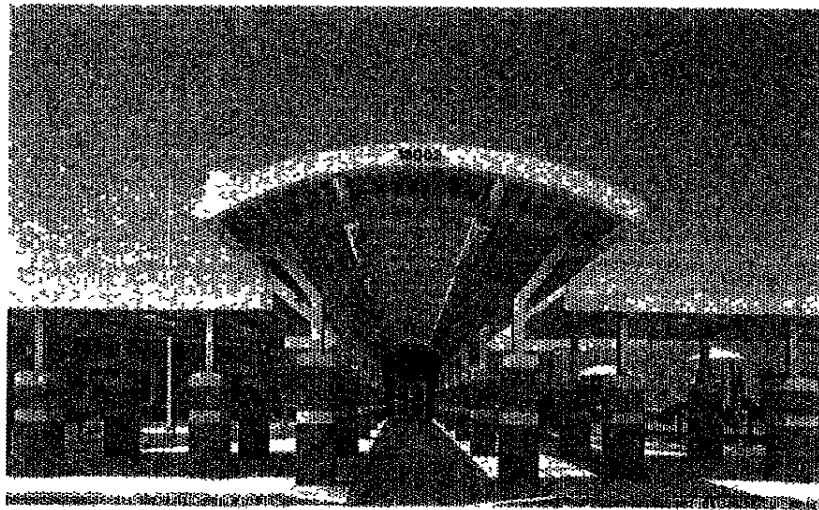


Project Name: Spring ISD Link Elementary Addition and Renovations

Description Classroom addition and renovations of existing campus
Contract Type Competitive Sealed Proposal
Contract Amount \$3,858,053
Square Feet 20,000 New; 60,000 Renovation
Location Houston, Texas – Spring ISD
Contractual Completion 8/8/2008
Actual Completion 8/8/2008
Owner Spring Independent School District
Mr Jeff Windsor (281) 891-6130 Fax (281) 891-6431
341 E Richey Rd, Bldg A, Houston, Texas 77073
Architect Idg Architects
Mr Ben McMillan (713) 426-0606 Fax (713) 869-6679
1415 N Loop West, #800, Houston, Texas 77008

Project Name: Tomball Elementary School #6/Canyon Pointe Elementary

Description: Construction of new elementary school
Contract Type: Competitive Sealed Proposal
Contract Amount: \$13,378,289
Square Feet: 98,000 SF
Location: Tomball, Texas – Tomball ISD
Contractual Completion: 8/18/2008
Actual Completion: 8/18/2008
Owner: Tomball Independent School District
Mr. David Schueleke (281) 357-3170 Fax (281) 357-3180
1110 Baker, Tomball, Texas 77375
Architect: RWS Architects
Mr. Gin Eng (713) 621-1651 Fax (713) 621-1677
6100 Timmons, Suite 1410, Houston, Texas 77027



Project Name: Baker 6th Grade Campus Renovations Summer 2008

Description: New HVAC Equipment pre-purchase and installation
Contract Type: CM@Risk
Contract Amount: \$5,143,718
Square Feet: Approx. 50,000 SF
Location: La Porte, Texas – La Porte ISD
Contractual Completion: 8/25/08
Actual Completion: 8/25/08
Owner: La Porte Independent School District
Mr. Mike Clausen (281) 604-7072 Fax (281) 604-7010
605 N 5th Street, La Porte, Texas 77571
Architect: cre8 Architects
Mr. Jerry Bevel (713) 526-2738 Fax. (713) 526-3198
3815 Montrose Blvd , #123, Houston, Texas 77006

Project Name: NATCO (Cameron) Research and Development Center

Description: New hybrid tilt-wall/metal building with office space and laboratory facilities

Contract Type: CM@Risk

Contract Amount: \$8,194,036

Square Feet: 29,000 SF

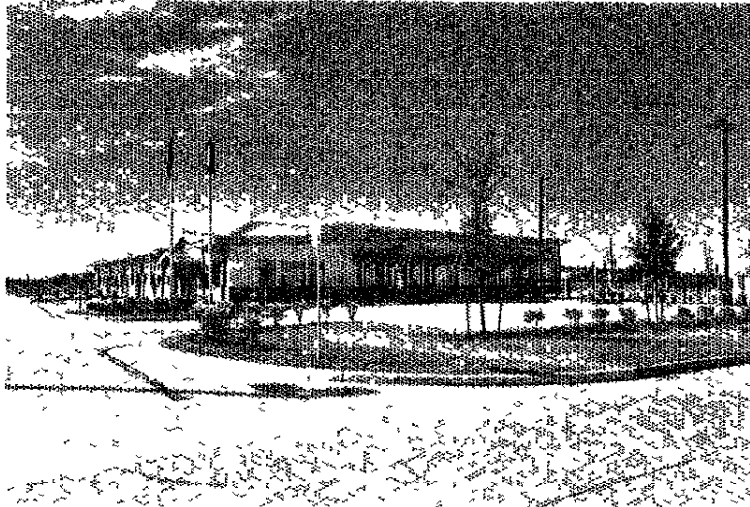
Location: Houston, Texas

Contractual Completion: 9/25/09

Actual Completion: 9/25/09

Owner: Leach & Associates
Mr. Ken Leach (713) 392-3518
17418 W Blooming Rose Court, Cypress, TX 77429

Architect: Context3
Jared Jackson (713) 880-8000 Fax: (866) 342-6016
9039 Katy Freeway, Suite 333, Houston, Texas 77024



Project Name: Lomax Junior High Renovations Phase I – Equipment Pre-Purchase

Description: Equipment Pre-purchase for summer installation

Contract Type: CM@Risk

Contract Amount: \$159,928

Square Feet: 0 SF (Equipment pre-purchase only)

Location: La Porte, Texas – LPISD

Contractual Completion: 7/31/2008

Actual Completion: 7/31/2008

Owner: La Porte Independent School District
Mr. Mike Clausen (281) 604-7072 Fax (281) 604-7010
605 N 5th Street, La Porte, Texas 77571

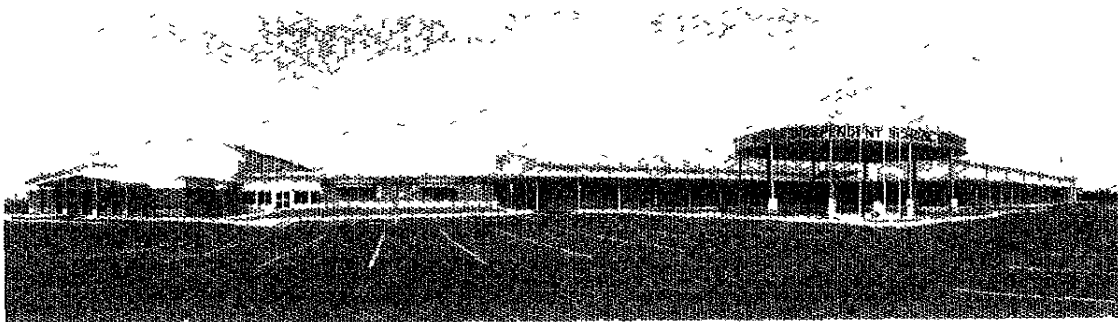
Architect: VLK Architects
Mr. Tim Kunz (281) 671-2300 Fax: (281) 671-2313
7915 FM 1960 W, #214, Houston, Texas 77070

Project Name: Lomax Junior High Renovations Phase I

Description: Mechanical Renovations for Phase II
Contract Type: CM@Risk
Contract Amount: \$821,956
Square Feet: 21,000 SF
Location: La Porte, Texas -- La Porte ISD
Contractual Completion: 7/31/2008
Actual Completion: 7/31/2008
Owner: La Porte Independent School District
Mr. Mike Clausen (281) 604-7072 Fax: (281) 604-7010
605 N 5th Street, La Porte, Texas 77571
Architect: VLK Architects
Mr. Tim Kunz (281) 671-2300 Fax: (281) 671-2313
7915 FM 1960 W, #214, Houston, Texas 77070

Project Name: Shiner ISD New Facility K-12

Description: New pre-engineered metal building with interior build out for grades K -12
Contract Type: Construction Manager at Risk (CM@Risk)
Starting contract cost: \$4,016,454
Final contract cost: \$4,127,329
Square Feet: 86,000 SF
Location: Shiner, Texas -- Shiner ISD
Contractual Completion: February 2007
Actual Completion: 2/12/2007
Owner: Shiner Independent School District
Mr. Trey Lawrence (361) 594-3121 Fax: (361) 594-3925
P O Drawer 804, Shiner, Texas 77984
Architect: Jim Singleton Architects
Jim Singleton (979) 779-5757 Fax (979-779-5701
1711 Cavitt Avenue, Bryan, 77801



Project Name: Alief Classroom Building Additions Phase II

Description:	Classroom building additions at five campuses
Delivery Method:	Competitive Sealed Proposal
Contract Amount	\$4,809,558
Square Feet:	Approx 50,000 SF
Location:	Multiple Campuses; Houston, Texas – Alief ISD
Contractual Completion:	5/20/06
Actual Completion:	5/20/2006
Owner:	Alief Independent School District Mr Pat Dingrando (281) 498-8110 x 2210 Fax: (281) 498-4051 12135 High Star, Houston, Texas 77072
Architect	Brooks & Sparks Engineers Mr. Jim Eggleton (281) 578-9595 Fax (281) 578-9686 21020 Park Row, Katy, Texas 77449

In addition to the projects detailed here, Sterling Structures has successfully completed over seventy-five (75) school projects including new construction and renovation projects, averaging over five (5) school projects a year since our inception.



Jay B. Carlton
President / Owner



Work History

President, Owner

Sterling Structures, Inc. of Houston, TX

Founded company in 1997 to serve commercial construction market

Vice-President

Brookstone Corporation of Houston, TX

Managed three projects with a cumulative value of 13 million dollars

Vice President, Shareholder

Harrop Construction Company, Inc. of Houston, TX

Involved in all activities required to complete over 160 commercial projects with an approximate cumulative value of 200 million dollars

Senior Project Manager

Trammel Crow Residential of Houston, TX

Assisted development team through project design and coordinated all aspects of construction of new and remodeled apartment projects.

Project Manager/Estimator

The Pinkerton and Laws Company of Atlanta, GA

Estimated and managed approximately 30 million dollars of apartment and condo construction projects in Texas, North Carolina, South Carolina, Georgia and Florida.

Education

B.S. Construction Science, Texas A&M University, 1981, Cum Laude

Personal

Married Sandy Sandstedt Carlton in 1981

Four Sons: Brian, Blake, Brent & Brandon

Affiliations

Serving a 6th year term on the Board of Directors for the Houston chapter of the Association of General Contractors (AGC)



Partial Project Experience

B. F. Clark Primary Architect: DBR Engineering Owner: Spring Independent School District	\$1,999,385
Spring High School Press Box & Concessions Architect: PBK Architects Owner: Spring Independent School District	\$538,000
Tomball Ancillary Services & Transportation Annex Architect: SHW Group Owner: Tomball Independent School District	\$7,609,081
NATCO Research & Development Center (Cameron) Architect: context3 Owner: National Tank Company (Cameron)	\$8,194,036
Alief Administration Building Addition & Renovations Architect: SHW Group Owner: Alief Independent School District	\$5,983,953
Tomball Intermediate School Additions & Renovations Architect: RWS Architects, Inc Owner: Tomball Independent School District	\$11,014,221
Lomax Junior High School Phase II Architect: VLK Architects, Inc Owner: La Porte Independent School District	\$9,605,589
Crenshaw Elementary Ike Repairs Architect: PBK Architects Owner: Galveston Independent School District	\$295,000
System Upgrades at Spring Shadows & Terrace ES Architect: SHW Group Owner: Spring Branch Independent School District	\$3,080,800
La Porte I.S.D. Baker 5th Grade Renovations Architect: cre8 Architects Owner: La Porte Independent School District	\$5,061,954
AT&T (Store Build-out Galveston, Texas) Architect: context3 Owner: Harold A. Clark & Co	\$118,807



Shiner I.S.D. New Facility K-12	\$7,353,000
Architect: Jim Singleton Architects Owner: Shiner Independent School district	
Friendswood Community Church – Phase 2b/2c	\$4,824,939
Architect: Bay Architects, Inc. Owner: Friendswood Community Church	
Hallettsville I.S.D. Junior High Renovation	\$1,745,318
Architect: PFK Architects Owner: Hallettsville Independent School District	
Hallettsville Junior High Classroom Addition	\$1,730,500
Architect PFK Architects Owner. Hallettsville Independent School District	
Alief Classroom Building Additions Phase II	\$4,809,558
Architect/Engineer. Brooks & Sparks Owner: Alief Independent School District	
Alief I.S.D. Renovations to Chancellor Elementary	\$1,661,000
Architect Bay Architects, Inc. Owner: Alief Independent School District	
Hallettsville I.S.D. Elementary Classroom Addition	\$858,479
Architect PFK Architects Owner: Hallettsville Independent School District	
Hallettsville I.S.D. Weight Room	\$218,994
Owner Alief Independent School District Architect PFK Architects	
Clear Lake Presbyterian Church Education Building	\$3,854,668
Architect Ambrose & McEnany Owner Clear Lake Presbyterian Church	
Friendswood Community Church	\$4,016,454
Architect Bay Architects, Inc Owner. Friendswood Community Church	
Tomball Miscellaneous Projects	
Alternative Education Center, Beckendorf IS, Beckendorf Music Building, Decker Prairie ES, Lakewood ES, Tomball IS, and Transportation Center	\$6,081,396
Architect: RWS Architects, Inc Owner Tomball Independent School District	



The Dentists at Grand Parkway	\$210,834
Architect: Rob Long	
Owner: Dr. Julie Long & Dr. Ivy Mitchum	
Methodist Hospital Hazard Mitigation (Phase I)	\$53,900
Engineer: URS Corporation	
Owner: The Methodist Hospital	
Jesse H. Jones Library Flood Mitigation	\$362,000
Engineer: URS Corporation	
Owner: Houston Academy of Medicine	
Olle Middle School	\$4,050,000
Architect: PBK Architects, Inc.	
Owner: Alief Independent School District	
Chancellor Elementary, Holub Elementary, & Food Warehouse Renovations	\$648,000
Engineer: R. H. George & Associates	
Owner: Alief Independent School District	
HCCS Felix Morales Building Investigation and Upgrades	\$550,000
Representative: Leach & Associates	
Owner: Houston Community College System	
HCCS Pinemont Center Renovation	\$2,700,000
Architect: Osborne & Vane	
Owner: CenterAmerica	
Elsik High School – Additional Cooler and Renovation	\$128,000
Engineer: R. H. George & Associates	
Owner: Alief Independent School District	
Eagle Lake and Texas Parks & Wildlife Municipal Park	\$600,000
Engineer: O'Malley Engineers	
Owner: City of Eagle Lake, Texas	



References

Mike Clausen
Assistant Superintendent, La Porte Independent School District
1002 San Jacinto
La Porte, Texas 77571
(281) 604-7072

Dave Cardone
Owner
Memorial Athletic Club
14690 Memorial Drive
Houston, Texas 77079
(281) 497-7570

Tres Lawrence
Superintendent; Shiner Independent School District
PO Box 804
Shiner, Texas 77984
(361) 594-3121

David Schuelke
Assistant Superintendent Ancillary Services, Tomball Independent School District
310 South Cherry
Tomball, Texas 77375
(281) 357-3170

Pat Dingrando
Director of Construction; Alief Independent School District
12302 High Star
Houston, Texas 77072
(281) 498-8110 Ext. 2090

Steve Aloway
VLK Architects
7915 FM 1960 W, Suite 214
Houston, Texas 77070
(281) 671-2300

Ken Leach
Leach & Associates
17418 W Blooming Rose Court
Cypress, Texas 77429
(713) 392-3518



Michael W. Gordy
Vice President



Work History

Vice President, Shareholder

Sterling Structures, Inc. of Houston, TX

Founded company in 1997 to serve commercial construction market

Construction Coordinator

Katy Independent School District of Katy, TX

Served as the owner's agent responsible for managing and supervising facilities projects worth 123 million dollars

Project Superintendent

Harrop Construction Company, Inc. of Houston, TX

Provided onsite supervision and management of field personnel and subcontractors for educational facilities, municipal projects, church and military facilities.

Project Superintendent

Repon Commercial Contracting, Inc. of Corpus Christi, TX

Provided onsite supervision and field management for projects such as warehouse facilities, schools and industrial plants.

Project Superintendent

Dyad Development Company of Houston, TX

Provided onsite supervision and field management for projects such as educational facilities, restaurants and country clubs

Education

Attended Texas A&M University

Personal

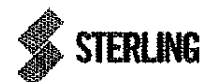
Married Vicki Trapp Gordy

One son, Brad and one daughter, Julie



Partial Project Experience

Mayde Creek HS Central Plant Replacement Architect: Kalmans Marshall Engineering Owner: Katy Independent School District	\$2,512,200
HVAC Renovations to Silbernagel ES Architect: Kalmans Marshall Engineering Owner: Dickinson Independent School District	\$2,366,146
B. F. Clark Primary Architect: DBR Engineering Owner: Spring Independent School District	\$1,999,385
Spring High School Press Box & Concessions Architect: PBK Architects Owner: Spring Independent School District	\$538,000
Tomball Ancillary Services & Transportation Annex Architect: SHW Group Owner: Tomball Independent School District	\$7,609,081
NATCO Research & Development Center (Cameron) Architect: context3 Owner: National Tank Company (Cameron)	\$8,194,036
Alief Administration Building Addition & Renovations Architect: SHW Group Owner: Alief Independent School District	\$5,983,953
Tomball Intermediate School Additions & Renovations Architect: RWS Architects, Inc. Owner: Tomball Independent School District	\$11,014,221
Lomax Junior High School Phase II Architect: VLK Architects, Inc. Owner: La Porte Independent School District	\$9,605,589
Crenshaw Elementary Ike Repairs Architect: PBK Architects Owner: Galveston Independent School District	\$295,000
System Upgrades at Spring Shadows & Terrace ES Architect: SHW Group Owner: Spring Branch Independent School District	\$3,080,800



La Porte I.S.D. Baker 5th Grade Renovations Architect: cre8 Architects Owner: La Porte Independent School District	\$5,061,954
AT& T (Store Build-out Galveston, Texas) Architect: context3 Owner: Harold A. Clark & Co.	\$118,807
Shiner I.S.D. New Facility K-12 Architect: Jim Singleton Architects Owner: Shiner Independent School District	\$7,353,000
Friendswood Community Church – Phase 2b/2c Architect: Bay Architects, Inc. Owner: Friendswood Community Church	\$4,824,939
Hallettsville I.S.D. Junior High Renovation Architect: PFK Architects Owner: Hallettsville Independent School District	\$1,745,318
Hallettsville Junior High Classroom Addition Architect: PFK Architects Owner: Hallettsville Independent School District	\$1,730,500
Alief Classroom Building Additions Phase II Architect/Engineer: Brooks & Sparks Owner: Alief Independent School District	\$4,809,558
Alief I.S.D. Renovations to Chancellor Elementary Architect: Bay Architects, Inc. Owner: Alief Independent School District	\$1,661,000
Hallettsville I.S.D. Elementary Classroom Addition Architect: PFK Architects Owner: Hallettsville Independent School District	\$858,479
Hallettsville I.S.D. Weight Room Owner: Alief Independent School District Architect: PFK Architects	\$218,994
Clear Lake Presbyterian Church Education Building Architect: Ambrose & McEnany Owner: Clear Lake Presbyterian Church	\$3,854,668



Friendswood Community Church	\$4,016,454
Architect: Bay Architects, Inc	
Owner: Friendswood Community Church	
 Tomball Miscellaneous Projects	
Alternative Education Center, Beckendorf IS, Beckendorf Music Building, Decker Prairie ES, Lakewood ES, Tomball IS, and Transportation Center	\$6,081,396
Architect: RWS Architects, Inc	
Owner: Tomball Independent School District	
 The Dentists at Grand Parkway	\$210,834
Architect: Rob Long	
Owner: Dr. Julie Long & Dr. Ivy Mitchum	
 Methodist Hospital Hazard Mitigation (Phase I)	\$53,900
Engineer: URS Corporation	
Owner: The Methodist Hospital	
 Jesse H. Jones Library Flood Mitigation	\$362,000
Engineer: URS Corporation	
Owner: Houston Academy of Medicine	
 Olle Middle School	\$4,050,000
Architect: PBK Architects, Inc.	
Owner: Alief Independent School District	
 Chancellor Elementary, Holub Elementary, & Food Warehouse Renovations	\$648,000
Engineer: R. H. George & Associates	
Owner: Alief Independent School District	
 Felix Morales Building Investigation and Upgrades	\$550,000
Representative: Leach & Associates	
Owner: Houston Community College System	
 HCCS Pinemont Center Renovation	\$2,700,000
Architect: Osborne & Vane	
Owner: CenterAmerica	
 Elsik High School – Additional Cooler and Renovation	\$128,000
Engineer: R. H. George & Associates	
Owner: Alief Independent School District	



Eagle Lake and Texas Parks & Wildlife Municipal Park

\$600,000

Engineer: O'Malley Engineers

Owner: City of Eagle Lake, Texas



References

Mike Clausen
Director of Facility Planning and Construction; La Porte Independent School District
1002 San Jacinto
La Porte, Texas 77571
(281) 604-7072

Tres Lawrence
Superintendent; Shiner Independent School District
PO Box 804
Shiner, Texas 77984
(361) 594-3121

David Schuelke
Assistant Superintendent Ancillary Services
Tomball Independent School District
Tomball, Texas 77375
(281) 357-3170

Jeff Windsor
Director of Planning and Construction, Spring ISD
15330-A Kuykendahl
Houston, Texas 77090
(832) 764-4430

Pat Dingrando
Director of Construction, Alief Independent School District
12302 High Star
Houston, Texas 77072
(281) 498-8110 Ext. 2090

Bob Ambrose
Ambrose McEnany & House Arch , Inc
2323 South Shepherd, Suite 1014
Houston, Texas 77019
(713) 965-0608

Ken Leach
Leach & Associates
17418 W. Blooming Rose Court
Cypress, Texas 77429
(713) 392-3518



David A. Clark
Project Manager

Work History



Project Manager

Sterling Structures, Inc. of Houston, Texas
October 2010

Project Manager

Southern Cross Constructions USA of Austin, Texas
Completed school renovation projects and new retail construction
including critical path development on multiple projects
December 2009- October 2010

Contract Business Development Manager

Workman Commercial Construction Services of Austin, Texas
Generated new business contacts and project leads in the Austin, Houston and
Dallas/Fort Worth markets; presented marketing package to prospective clients;
assisted with hard bid worth over \$7 million
August 2009 - December 2009

Project Manager

Harvey Cleary Builders, Inc. of Austin, Texas
Managed projects including sitework packages, tiltwall construction,
interior build-outs, and remodels. Involved in projects from pre-construction
through project completion.
April 2006 – July 2009

Project Manager

Raymond Construction of Austin, Texas
Lead Project Manager for 8 projects valued at \$27.5 million
2003-2009

Education

Graduated Texas A & M University – Bachelor of Science – Construction
Sciences – August 1997

Personal

Married, one son



Partial Project Experience

Projects with Sterling Structures:

Crosby 2010 Facility Renovations \$7,737,761

Architect: cre8 Architects, Inc.

Owner: Crosby Independent School District

Tomball New Administration Building \$6,046,810

Architect: PBK Architects, Inc.

Owner: Tomball Independent School District

Package F: Renovations to Moore ES \$2,641,400

Architect: PBK Architects, Inc.

Owner: Cypress-Fairbanks Independent School District

Projects prior to Sterling Structures:

Austin ISD Carruth Administration Center Renovations \$1,400,000

Architect: Polkinghorn Group Architects

Owner: Austin Independent School District

Wooten Elementary School Renovations \$1,200,000

Architect: J. Robinson Architects & Associates

Owner: Austin Independent School District

University of Texas Jester 5th Floor Renovations; Austin, Texas \$2,300,000

Architect: McKinney York Architects

Owner: University of Texas

University of Texas Jester MUA & FS; Austin, Texas \$1,800,000

Architect: McKinney York Architects

Owner: University of Texas

University of Texas School of Nursing Addition; Austin, Texas \$4,500,000

Architect: SHW Group

Owner: University of Texas

University of Texas Jester 4th & 6th Flr Renovations; Austin, Texas \$2,900,000

Architect: McKinney York Architects

Owner: University of Texas

University of Texas Jamail Swim Center; Austin, Texas \$1,900,000

Architect: Tom Greene Engineers

Owner: University of Texas



Dell Jewish Community Center; Austin, Texas Architect: STG Design Owner: Dell Jewish Community Center	\$28,000,000
Maudie's Tex-Mex; Austin, Texas Architect: Michael Hsu Design Office Owner: Maudie's	\$1,300,000
Bird Creek Crossing; Site Development; Temple Texas Architect: Enviroplan Architects Owner: Primus Real Estate	\$13,000,000
Bird Creek Crossing; Retail; Temple, Texas Architects: Enviroplan Architects Owner: Primus Real Estate	\$6,500,000
Michael's; Temple, Texas Architect: Enviroplan Owner: Michael's	\$1,000,000
Office Max; Temple, Texas Architect: Enviroplan Owner: Office Max	\$1,500,000
Airport Commerce Park; Austin, Texas Architect: David Bessent Architects Owner: Simmons Vedder Partners	\$14,000,000
McConico Building; Round Rock, Texas Architect: Moman Architects Owner: City of Round Rock	\$3,300,000
Kyle City Hall; Kyle, Texas Architect: B.I.G.Y. Owner: City of Kyle	\$2,500,000
Northwest Medical Buildings; Austin, Texas Architect: Cornerstone Group Architects Owner: 6500 Mopac Centrum Land, Ltd.	\$6,500,000
American Family Entertainment Center; Bastrop, Texas Architect: Morgan/Russell Architects Owner: Chestnut Entertainment, Ltd.	\$3,500,000
Brackenridge Children's Hospital; Austin, Texas Owner: Brackenridge Children's Hospital	\$1,800,000



References

Jerry Bevel
cre8 Architects
3815 Montrose Blvd., Suite 123
Houston, Texas 77006
(713) 526 2738

Chuck Murray
Crosby Independent School District
706 Runneburg Rd.
Crosby, Texas 77532
(281) 328 9272

Leanne Lawrence
PBK Architects
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
(713) 965-0608

Lindsay Works
Polkinghorn Group Architects
248 Addie Roy Road, Suite B-301
Austin, Texas 78746
(512) 327-4404



Craig Nixon Superintendent



Work History

Project Superintendent

Sterling Structures, Inc of Houston, TX

Type of work Commercial construction

May 2006 to Present

Project Superintendent

Peter Schwabe, Inc. of Big Bend, WI

Type of work Commercial construction

2004 to 2006

Project Superintendent

Amcon Corporation of Milwaukee, WI

Type of work: Commercial concrete construction

2003 to 2004

Project Superintendent

G R. Walton of Phoenix, AZ

2001 to 2003

Project Superintendent

Haskell Construction of Irvine, CA

Type of work: Security

1997 to 2001

Assistant Superintendent

Amcon Corporation of Milwaukee, WI

1991 to 1997

Education

United States Air Force

Honorable Discharge

1987-1991

Personal

One daughter



Partial Project Experience

HVAC Renovations to Silbernagel Elementary School Architect: Kalmans Marshall Engineering Owner: Dickinson Independent School District	\$2,366,146
B. F. Clark Primary Architect: DBR Engineering Consultants Owner: Spring Independent School District	\$1,998,385
Shoe Show Galveston Architect: context3 Owner: Harold A. Clark & Co.	\$853,688
Post Hurricane Ike Storm Recovery Package D: Crenshaw Architect: PBK Architects Owner: Galveston Independent School District	\$295,000
NATCO Research & Development Center Architect: context 3 Owner: Cameron (formerly known as NATCO)	\$8,194,964
AT& T (Store Build-out Galveston, Texas) Architect: context 3 Owner: Harold A. Clark & Co.	\$118,807
Spring I.S.D. Link Elementary Renovations Architect: idg Architects Owner: Spring Independent School District	\$3,858,053
Memorial Athletic Club Addition & Renovations Owner: Memorial Athletic Club	\$1,274,900
Baker 6th Grade Campus Renovations Architect: cre8 Architects Owner: La Porte Independent School District	\$5,061,954
Chancellor Elementary School Renovations Architect: Bay Architects Owner: Alief Independent School District	\$1,600,000
Vans Skate Park & Retail Center (Denver, Colorado) Architect: Peikowitz & Ruth Owner: Vans, Inc	\$4,500,000



Vans Skate Park & Retail Center (Orlando, Florida)

\$5,500,000

Architect: Perkowitz & Ruth

Owner: Vans, Inc.



References

Michael Clausen
La Porte Independent School District
601 North 5th Street
La Porte, Texas 77571
(281) 604-7072

Craig Clark
Harold A. Clark & Company
9039 Katy Freeway, Suite 506
Houston, Texas 77024
(713) 722 9934

Jeff Windsor
Spring Independent School District
341 E Richey Rd
Houston, Texas 77073
(281) 891 6430

Allan Patrick
Spring Independent School District
341 E Richey Rd.
Houston, Texas 77073
(281) 891 6430

Dave Cardone
Memorial Athletic Club
14690 Memorial Drive
Houston, Texas 77079
(281) 497-7570



Safety



Our current workman's compensation Experience Modifier Rate (EMR) is .79

Sterling Structures, Inc is committed to the safety and welfare of the owner, staff, students and construction personnel.

Appropriate construction dress code and language will be enforced. Short pants and shirt-less activities will not be allowed. Hard hats will be worn as well as O.S.H.A. certified construction foot-ware. All jobs are hardhat jobs regardless of the nature of the project. Inappropriate language will not be tolerated. Sterling Structures, Inc has had O.S.H.A. visits and has received no O.S.H.A. citations. We are proud of our safe jobsite image and will endeavor to continue making this a priority for our company.

Immediately upon mobilization, temporary construction fencing will be placed around the designated construction areas with appropriate flagging. The construction area will be well lit with temporary lighting during the evening hours. In addition, the construction lay-down area will be stocked with all the required first aid equipment, first aid kits and required OSHA bulletins. The project superintendent will be designated as the competent person. Project safety will be the project superintendent's responsibility.

Construction workers will not be allowed to venture into non-construction areas unless they have been given authority from the project superintendent.

Areas utilizing the use of heavy equipment will be sectioned off and barricaded as necessary for protection. All areas will be secured with a current inspected fire extinguisher per OSHA requirements.

Sterling Structures has had no workers compensation claims, no employees have been hospitalized, or any lost time recordable accidents during the past 5 years.

We utilize the services provided by the Association of General Contractors of Houston for all of our safety training needs. All of our field supervisors take the required CPR, first aid training, fall prevention, and competent person training certification courses. Each competent person carries their certification cards on their person at all times.

Weekly toolbox safety sessions are conducted and documented on the project site. All attendees are required to execute their signatures as attending and acknowledge their understanding of the meeting issues. We strive to keep a clean and orderly jobsite so that all construction personnel can work in a safe environment. Sterling Structures provides a safety bonus program for all project supervisors as an award for superior safety efforts. We do have a safety orientation program for all new employees.



Safety

Please see the following matrix regarding our safety record for the last 5 years as obtained from our OSHA No 200 logs

	2010	2009	2008	2007	2006
Number of injuries and illnesses	0	1	0	0	0
Number of lost time accidents	0	0	0	0	0
Number of recordable cases	0	0	0	0	0
Number of fatalities	0	0	0	0	0
Number of employee direct hire fixed hours	56900	57080	58500	46800	29250

We can provide an electronic copy of our safety manual upon request



AGENDA

ITEM

#29a



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston Texas 77550
(409) 770-5371

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Purchase of Cisco Smartnet Maintenance for the Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure Cisco Smartnet maintenance for the Information Technology Department through the Department of Information Resources (DIR). As always, the DIR utilizes its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government entities.

The vendor of choice is Cisco, who also provided the lowest quote for the requested service.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, reading "Gwen McLaren CPPB".

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From: Dyer, Vicki
Sent: Monday, September 19, 2011 3:53 PM
To: McCullough, Darla
Subject: FW: CC approval for DIR/ CR111617

FYI BELOW

Vicki Dyer, CPPE

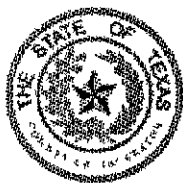
Purchasing Senior Buyer

County of Galveston

Ph: (409) 770-5117

Fax: (409) 621-7091

Email: Vicki.Dyer@co.galveston.tx.us



From: Powell, Rob
Sent: Monday, September 19, 2011 3:51 PM
To: Crowder, Rufus
Cc: Dyer, Vicki; Allen, JJ
Subject: FW: CC approval for DIR/ CR111617

Rufus,

Please request from Commissioners Court allowance to utilize the DIR contract to purchase Cisco Smartnet maintenance. It is imperative that IT have this maintenance program for its network routers and switches. IT regularly uses this maintenance agreement to work directly with Cisco on routing and switching problems as well as to provide next business day replacement for key equipment failures. This purchase would be from the lowest bidder.

Thanks, Rob

From: Dyer, Vicki
Sent: Monday, September 19, 2011 2:03 PM
To: Powell, Rob
Cc: Allen, JJ
Subject: CC approval for DIR/ CR111617

You will also need to have approval from Commissioners Court to use DIR instead of formal bid. All quotes were over \$50k and all on DIR.

AGENDA

ITEM

#29b



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston Texas 77550
(409) 770-5371

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Purchase of Poweredge Servers for the Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure Poweredge Servers for the Information Technology Department through the Department of Information Resources (DIR). As always, the DIR utilizes its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government entities.

The vendor of choice is Dell Marketing, LP, who also provided the lowest quote for the requested service.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gwen McLaren CPPB".

Gwen McLaren, CPPB
Assistant Purchasing Agent
County of Galveston

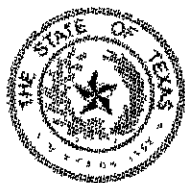
Attachment

McCullough, Darla

From: Dyer, Vicki
Sent: Monday, September 19, 2011 2:06 PM
To: McCullough, Darla
Subject: FW: cr111480

Fyi below request

Vicki Dyer, CDD
Public Health - San Antonio
County Health Officer
11/19/2011 11:11 AM
To: [REDACTED]
From: Vicki Dyer@co.galveston.tx.us



From: Powell, Rob
Sent: Monday, September 19, 2011 2:04 PM
To: Crowder, Rufus
Cc: Dyer, Vicki; Allen, JJ
Subject: FW: cr111480

Rufus,

Please request from Commissioners Court allowance to utilize the DIR contract to purchase the Poweredge servers listed below from Dell Marketing LP. These servers will allow IT to move various County applications from older single-use servers to these high-availability virtual servers for quicker response times, better up time and better redundancy for disaster recovery. Dell Marketing LP was the low bidder for these servers.

Thanks, Rob

From: Dyer, Vicki
Sent: Monday, September 19, 2011 12:59 PM
To: Powell, Rob
Cc: Allen, JJ
Subject: cr111480

This needs to be approved by commissioner's court to use the DIR instead of formal bid process because it is over the \$50k mark. I can not give it a po# without that approval. Let me know when you put it on CC agenda please.
Thanks

AGENDA

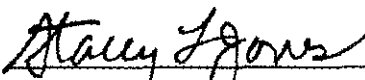
ITEM

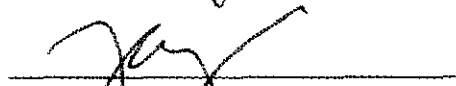
#30

**CONTRACT TO PROVIDE MENTAL HEALTH COURT-APPOINTED SERVICES TO
GALVESTON COUNTY PROBATE COURT**

- 1 Parties to this agreement Jack Roady, Criminal District Attorney of Galveston County, and Stacey L. Jones
- 2 The term of this agreement begins on the date agreed/signed and terminates on September 30, 2012 and may be cancelled by any of the parties conditioned upon one (1) week written notice to the other parties
- 3 Pursuant to Section 571.016 of the Health and Safety Code, Criminal District Attorney Jack Roady agrees to appoint Stacey L. Jones to the position of Special Prosecutor to represent the State in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or mental retardation commitments in Galveston County, Texas
- 4 Stacey L. Jones agrees to represent the State of Texas as Special Prosecutor in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or mental health retardation commitments governed by the Texas Mental Health Code which are conducted in Galveston County, Texas, including the preparation of all necessary forms/documents
- 5 This agreement is based on an average of, but not limited to, a minimum of thirty-two hours work per week
- 6 Travel/transportation costs incurred by Stacey L. Jones necessary to perform these services are not reimbursed by the County
- 7 Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County
- 8 In consideration for the services stated above, Stacey L. Jones will be paid \$3,599.75 per month by Galveston County
- 9 In the event Stacey L. Jones is temporarily prevented by illness or emergency from performing her duties outlined above, the Office of the Criminal District Attorney will represent the State of Texas in the proceedings and such representation will not include preparation of mental health commitment paperwork. It is the responsibility of Stacey L. Jones to contact the Office of the Criminal District Attorney any time she is prevented from performing her duties to insure that she has an agreement for a substitute prosecutor to act in her absence.
- 10 In the event Stacey L. Jones is temporarily prevented by illness or emergency from performing her duties outlined above, it shall be the responsibility of Stacey L. Jones, including fees/costs, to provide a qualified substitute to prepare all mental health commitment paperwork during her absence.
11. In the event Stacey L. Jones is prevented by illness or emergency from performing her duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to Stacey L. Jones for such period.

Agreed to on September 21, 2011


STACEY L. JONES


Jack Roady, Criminal District Attorney
Galveston County, Texas

AGENDA

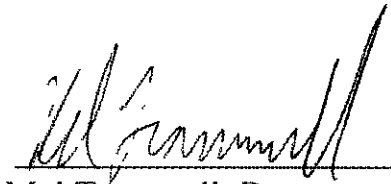
ITEM

#31

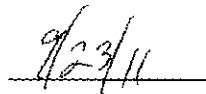
Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, September 27, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-143-0927-A	Budget Office - Budget request to fund various capital projects with Limited Tax County Building Build America Bonds, Series 2009B and Combination Tax/Revenue Certificates of Obligation, Series 2003C.
2011	11-144-0927-B	Justice Administration - Budget request for additional funds to cover attorneys fees through the end of the fiscal year 2011.
2012	12-004-0927-A	Community Services - Budget request to fund Galveston Economic Development Partnership fees for fiscal year 2012.

Approved by


Mel Trammell, Director of
Finance and Administration

Date



AGENDA

ITEM

#31a(2011)

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Budget Office	Amendment No 11 143-0927-A
Date Submitted	September 20, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request to fund various capital projects with Limited Tax County Buildings Build America Bonds, Series 2009B and Combination Tax/Revenue Certificates of Obligation, Series 2003C.

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings Build America Bonds, Series 2009B 3120-179010-5790100	Line Item Unallocated Appropriations	22,800	
Acct No Combination Tax/Revenue Certificates of Obligation, Series 2003C 3206-179010-5790100	Unallocated Appropriations	96,000	
TOTAL - Transfer Amount		118,800	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Limited Tax County Buildings Build America Bonds, Series 2009B 3120-179119-5746010	Line Item Capitalized Furniture, Fixtures and Equipment	22,800	
Acct No Combination Tax/Revenue Certificates of Obligation, Series 2003C 3206-522020-5746010	Capitalized Furniture, Fixtures and Equipment	5,000	
3206-522020-5727018	Restroom Renovations	6,000	
3206-170100-5727199	Improvements Juvenile Probation	15,000	
3206-170100-5727603	Boiler Replacement Juvenile Detention	70,000	
TOTAL - Transfer Amount		\$ 118,800	

ADDITIONAL COMMENTS

This budget amendment is requested by the Budget Office.

The budget request is to fund the following capital project with the Limited Tax County Buildings Build America Bonds, Series 1999B

- Purchase Integrated Audio Visual system - County Extension Program - \$22,800

The budget request is to fund the following various capital projects with the Combination Tax/Revenue Certificates of Obligation, Series 2003C

- Upgrade the public address system used during the numerous events scheduled for the Johnson Center at Carlsde Park - \$5,000

- Renovation of the existing restroom facility to bring it up to code - Fort Travis Restroom Renovation - \$6,000

- Replace carpet in 3 classrooms - Juvenile Justice Center - \$15,000

- Replace boiler at Juvenile Detention Center with an aluminum high efficiency boiler, which should decrease the monthly gas bill - \$70,000

Balance as of September 21, 2011

Capital Outlay Projects


Upon approval, remaining balance

Limited Tax County Building BAB, Series 2009B	Combination Tax/ Revenue Certificates of Obligation, Series 2003C
\$500,000	\$1,215,242
(\$22,800)	(\$96,000)
<u>\$477,200</u>	<u>\$1,119,242</u>

Departmental Authorization _____ Date _____

N/A _____ Date _____

Human Resources Department

 9/27/2011
 Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/27/11 _____

AGENDA

ITEM

#31b

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Justice Administration	Amendment No 11-144-0927-B
Date Submitted	September 20, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for additional funds to cover attorneys fees through the end of the fiscal year.

This budget amendment does increase the budget for FY 2011.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item Budgeted Reserves	100,000	
TOTAL - Transfer Amount		\$100,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-121000-5431230	Line Item Court Appointed District Court Attorneys	100,000	
TOTAL - Transfer Amount		\$100,000	

ADDITIONAL COMMENTS

This budget amendment is requested by Justice Administration. The line item "Court Appointed Attorneys - District Court" will exceed the 2011 amended budget within the month of September 2011. In order to balance the 2011 budget, this line item was cut by \$200,000. The Justice Administration Department is requesting additional funds in order to cover expenditures through the end of the FY2011.

This budget amendment also decreases the reserve for indigent defense Fund by \$100,000.

Category - Other Services and Charges	
2011 Adopted Budget	\$2,378,600
Amendment - BA 11-136-0913-A	\$100,000
2011 Expenditures and Encumbrances to-date	\$2,477,824
Expenditures through the end of the fiscal year	\$100,000
Budget Request	<u>(\$99,224)</u>

Upon approval, the balance in the reserve for indigent defense will be \$850,579.

Upon approval, the balance in the budgeted reserves will be \$14,218,352.

Departmental Authorization _____ Date _____
N/A _____ Date _____
Human Resources Department

 9/22/2011
Budget Office Authorization _____ Date _____

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks _____

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/27/11

**COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department: Justice Administration	Amendment No 11-144-0927-B
Date Submitted: September 20, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for additional funds to cover attorneys fees through the end of the fiscal year

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item: Budgeted Reserves	100,000	---
TOTAL - Transfer Amount		\$100,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-121000-5431230	Line Item: Court Appointed District Court Attorneys	100,000	---
TOTAL - Transfer Amount		\$100,000	

ADDITIONAL COMMENTS

This budget amendment is requested by Justice Administration. The line item "Court Appointed Attorneys - District Court" will exceed the 2011 amended budget within the month of September 2011. In order to balance the 2011 budget, this line item was cut by \$200,000. The Justice Administration Department is requesting additional funds in order to cover expenditures through the end of the FY2011.

This budget amendment also decreases the reserve for indigent defense Fund by \$100,000

Category - Other Services and Charges	
2011 Adopted Budget	\$2,378,600
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2011 Expenditures and Encumbrances to-date	\$2,477,824
Expenditures through the end of the fiscal year	\$100,000
Budget Request	<u>(\$99,224)</u>

Upon approval, the balance in the reserve for indigent defense will be \$850,579

Upon approval, the balance in the budgeted reserves will be \$14,218,352

Departmental Authorization: *Bonita Quintero / BAH* Date: *9/26/11*

N/A Date

Human Resources Department

[Signature] 9/22/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA

ITEM

#31a(2012)

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Community Services	Amendment No 12-004-0927-A
Date Submitted	September 21, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request to fund Galveston Economic Development Partnership fees for FY 2012.

This budget amendment does increase the budget for FY 2012.

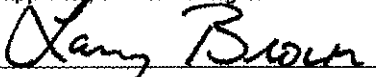
Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item Budgeted Fund Balance	35,000	-
TOTAL - Transfer Amount		\$35,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-440100-5503010	Line Item: Industrial Comm	35,000	-
TOTAL - Transfer Amount		\$ 35,000	

ADDITIONAL COMMENTS

This budget amendment is requested by the Community Services Department for funds to be budgeted for the Galveston Economic Development Partnership fees for FY2012. This is a Commissioners Court agenda item submitted for approval today (September 27, 2011).

Upon approval, the remaining balance in Budgeted Fund Balance will be \$20,065,000.

 9/23/11
Departmental Authorization Date

N/A Date

Human Resources Department

 9/23/11
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/27/11

AGENDA

ITEM

#32

LOWE'S

Companies, Inc.

Angela T. Houlemard
Counsel

RECEIVED

SEP 21 2011

GALVESTON COUNTY
LEGAL DEPARTMENT

September 19, 2011

VIA EMAIL & UPS OVERNIGHT MAIL

Harvey Bazaman
Director, County Legal
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

RE Agreement to Sell and Purchase Real Estate ("Agreement") between Galveston County ("Seller") and Lowe's Home Centers, Inc. ("Buyer") dated January 19, 2011, Galveston, TX

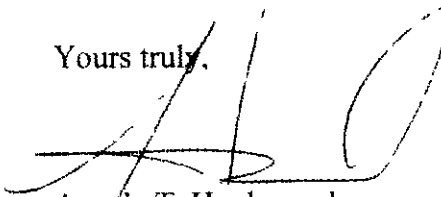
Dear Mr. Bazaman:

This letter confirms the Parties agreement to extend the Inspection Period as defined in the Agreement for an additional one week period, expiring September 26, 2011.

Please acknowledge your acceptance of this change by signing below and returning it back to me.

If you have any questions, please do not hesitate to contact me.

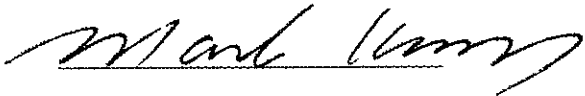
Yours truly,



Angela T. Houlemard
Counsel

cc Dan Moylan, Lowe's (via email)

Acknowledgment and Acceptance



LOWE'S

Companies, Inc.

Angela T. Houlemard
Counsel

RECEIVED

SEP 21 2011

GALVESTON COUNTY
LEGAL DEPARTMENT

September 20, 2011

VIA EMAIL & UPS OVERNIGHT MAIL

Harvey Bazaman
Director, County Legal
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550

RE Agreement to Sell and Purchase Real Estate ("Agreement") between Galveston County ("Seller") and Lowe's Home Centers, Inc. ("Buyer") dated January 19, 2011, Galveston, TX

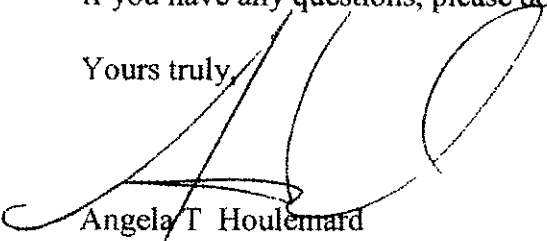
Dear Mr. Bazaman:

This letter confirms the Parties agreement to extend the Inspection Period, as defined in Section 5 of the Agreement for an additional one week period, expiring September 26, 2011. Barring any unforeseen circumstances, the Parties' hereby tentatively establish the closing date as October 7, 2011, provided however, nothing in this letter shall require Buyer to close on any date prior to the Closing Date, as such term is defined in Section 2 of the Agreement.

Please acknowledge your acceptance of this change by signing below and returning it back to me

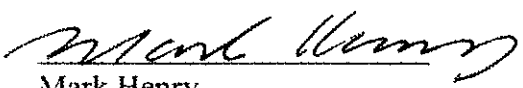
If you have any questions, please do not hesitate to contact me

Yours truly,


Angela T. Houlemard
Counsel

cc: Dan Moylan, Lowe's (via email)

Acknowledgment and Acceptance


Mark Henry
County Judge

Date: 4 OCT 11

AGENDA

ITEM

#33

MODIFICATION AND RATIFICATION OF LEASE AGREEMENT

This Modification and Ratification of Lease Agreement is made and entered into between **Buzbee Properties Inc., a Texas Corporation** ("Landlord"), and **County of Galveston, a political subdivision of the State of Texas** ("Tenant"), for and in consideration of Ten Dollars and No/Cents (\$10 00) and other good and valuable consideration receipt of which is hereby acknowledged

WITNESSETH

- 1 LANDLORD and TENANT hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in that certain Lease Agreement dated **August 25, 1997, as modified on June 21, 2000, June 25, 2001, September 18, 2002, October 17, 2005 and November 25, 2008**, between LANDLORD and TENANT, for the rental of the described premises known as **607 S. Friendswood Dr. #30**, having an approximate size of **1,907** square feet, such premises being a part of the **Friendswood Village** Shopping Center, and being a part of

Being a tract or parcel containing 3 8309 acres of land in the SARAH MCKISSICK LEAGUE or the J R. WILLIAMS LEAGUE, Abstract Number 151, Galveston County, Texas and being all of Restricted Reserve "A" of Friendswood Village, a subdivision of record in Book 18, Page 67 of the Galveston County Map Records, said Friendswood Village being a partial plat of FRIENDSWOOD SUBDIVISION as recorded in Volume 238, Page 14 of the Galveston County Deed Records

- 2 Said Lease Agreement is hereby renewed and extended for a period of twelve (12) months commencing October 1, 2011 and ending September 30, 2012
- 3 The rent amount will be as follows
Months 1 through 12 at \$2,770 36 per month
- 4 All other terms and conditions remain the same

SIGNED at Friendswood, Texas this 27th day of September, 2011

LANDLORD: Buzbee Properties Inc.

By: Pere Griffin
Pere Griffin, Secretary

TENANT: County of Galveston

By: Mark Henry
Mark Henry, County Judge

Attest:

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

AGENDA

ITEM

#34

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

**An Order Setting Civil Citation Fees to be Charged by the
Galveston County Sheriff and Constables for Calendar Year 2012**

Whereas, §118.131 of the Local Government Code authorizes the Commissioners' Court of each county to set reasonable fees to be charged for services by the offices of Sheriffs and Constables; and

Whereas, upon analysis of the projected costs of serving judicial civil process for the upcoming calendar year, a determination has been made as to the level of fees required to recoup the costs to Galveston County for this service, and

Whereas, the Commissioners' Court is of the opinion that the following fees are reasonable and should be established effective January 1, 2012, for this service of civil process in Galveston, and

Whereas, for each person, corporation, or other legal entity upon whom service of citation, precepts, subpoena, summons or process not otherwise provided for, if performed or attempted and return made, including mileage, if any, the Sheriff and Constables shall receive a fee of the following

GALVESTON COUNTY FEES		
Notices:	Subpoenas	\$ 70.00
	Summons	\$ 70.00
	Writ of Attachment	\$ 150.00
	Writ of Garnishment	\$ 150.00
	Writ of Sequestration	\$ 200.00

Notices Continue:	Orders of Sale	\$ 150.00
	Writ of Possession	\$ 200.00
	Forcible Detainer	\$ 55.00
Service Fees:	Small Claims Citation	\$ 55.00
	Justice Court Citation	\$ 55.00
	All Other Courts' Citations	\$ 70.00
Other Service Fees:	Citation	\$ 70.00
	Deposition Subpoena	\$ 70.00
	Posting	\$ 65.00
	Publication	\$ 65.00
	Notice	\$ 65.00
	Execution	\$ 150.00
	Delivery Bond	\$ 65.00
	Replevy Bond	\$ 65.00
	Restitution	\$ 150.00
	Precept	\$ 80.00
	Show Cause	\$ 75.00
	Injunction	\$ 65.00
	Restraining Order	\$ 65.00
	Summons & Complaint	\$ 65.00
	Commitment	\$ 55.00
	Trustee Sale	\$ 85.00
	Certiorari	\$ 75.00
	Habeas Corpus	\$ 65.00
	Scire Facias	\$ 65.00
	Distress Warrant	\$ 70.00
	Any Other Non-Writ	\$ 65.00
	Any Other Writ	\$ 150.00
	Tax Suits (Galveston County)	\$ 70.00

Other	Tax Suits (out of county)	\$ 100.00
Service Fees		
Continue:	Execution: Order of Sale; other Sheriff or Constable Sales	\$150.00 plus \$35.00 per deputy per hour for Executions exceeding 4 hours

Be It Further Ordered, Adjudged and Decreed that the fees as prescribed above are hereby established by this Commissioners' Court effective January 1, 2012, and that they shall remain in effect until further order of this Court

Be it Further Ordered that beginning no later than October 1st and continuing for 30 thereafter a notice setting out the fees shall be posted both at the Courthouse door and at a public place in each County Commissioner's Precinct

Be it Further Ordered that a notice setting out the fees shall be posted in the offices District and County Clerks, the Sheriff, the various Constables and the various Justices of the Peace and any other County Officials who are authorized to charge the fees

Be it Further Ordered that the County Clerk is to furnish a certified copy of this Order to the Comptroller of Public Accounts before October 15th of this year


It is Further Ordered that the District and County Clerks, the Justices of the Peace, the Sheriff, the Constables and any other affected official or department make appropriate revisions of their fee schedules and deposit requirements to incorporate therein the above fee prescribed by this Court

Upon Motion Duly Made and Seconded, the above Resolution was passed this 27th day of September, 2011

County of Galveston, Texas

By: 
Mark Henry, County Judge

Attest:


Dwight D. Sullivan,
County Clerk
Depts/Commct/Resolut/HB1617 2011 final

AGENDA

ITEM

#35

NO
BACK – UP
PROVIDED

AGENDA

ITEM

#36

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present.

Mark Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit.

An Order Designating the First Tuesday of Each Month as the Regular Term of the Galveston County Commissioners' Court.

Whereas, V T C A., Local Government Code 81.005(a) provides that at the last regular term of each fiscal year of the County, the Commissioners' Court by Order shall designate a day of the week on which the Court shall convene in a regular term each month during the next fiscal year

Whereas, the fiscal year for the County of Galveston begins on October 1 of each year;

Now, Therefore, Be it Ordered that, for the upcoming fiscal year, the Commissioners' Court shall convene in a regular term on the first Tuesday of each month


Upon Motion Duly Made and Seconded the above Order was unanimously passed this 27th day of September, 2011

County of Galveston, Texas

By


Mark Henry, County Judge

Attest:


Dwight D. Sullivan
County Clerk

AGENDA

ITEM

#37

On this the 27th day of September, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge,
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, V.T.C.A., Transportation Code Chapter 251, Subchapter E authorizes the Commissioners' Court of Galveston County to regulate and restrict traffic on County roads, and

Whereas, Thom Schneider, President of Green Caye Enterprises, Inc has made a request to rename that portion of Caroline Street that runs from the city limit line of League City to the city limit line of Dickinson City at the North side of Cheyenne Subdivision and from the city limit line of Dickinson City at the South side of Cheyenne Subdivision to the city limit line of Dickinson that runs along Owens Drive as Green Caye Boulevard (Caroline), and

Whereas, the Commissioners' Court agreed to consider this request To do so it is necessary to first conduct a public hearing.

Now, Therefore Be it Ordered, that the Commissioners' Court of Galveston County, Texas will hold a public hearing on Tuesday, October 25, 2011 at 1 00 p m. in the Commissioners' Courtroom located on the 1st floor of the Galveston County Courthouse, 722 Moody, Galveston Texas, for the purpose of renaming this portion of the street.

Be it Further Ordered that the attached public notice be published in a newspaper of general circulation in the County not later than the 14th day or earlier than the 30th day before the date of hearing.

Upon Motion Duly Made and Seconded the above Order was passed this 27th day of September, 2011

County of Galveston, Texas

By: 

Mark Henry, County Judge

Attest: 

Dwight D. Sullivan

County Clerk

Depts./Road/Caroline Street

**Galveston County
Notice of Public Hearing**

Pursuant to an Order duly passed on Tuesday, September 27, 2011, the Commissioners' Court of Galveston County will, on Tuesday, October 25, 2011 conduct a Public Hearing in the Commissioners' Courtroom, Galveston County Courthouse, 722 Moody, 1st Floor, Galveston, Texas 77550 for the purpose of consideration of adoption of the following Order, to-wit.

a) renaming that portion of Caroline Street that runs from the city limit line of League City, City to the city limit line of Dickinson at the North side of Cheyenne Subdivision and from the city limit line of Dickinson City at the South side of Cheyenne Subdivision to the city limit line of Dickinson City that runs along Owens Drive as Green Caye Boulevard (Caroline)

This Order is being considered in order to accommodate a request made by Thom Schneider, President of Green Caye Enterprises, Inc.

Any person desirous of obtaining a copy of the Order being considered may obtain same by contacting the County Legal Department, Galveston County Courthouse, 722 Moody, 5th Floor Galveston, Texas 77550 (Telephone # (409) 770-5562).

Any person interested in expressing their views on the proposed Order is encouraged to attend the Public Hearing and speak either in favor of or against the proposed road name change or to send their written comments to Harvey Bazaman, Galveston County Legal Dept , Galveston County Courthouse, 722 Moody, 5th Floor, Galveston, Texas 77550.

**The County of Galveston County
Mark Henry, County Judge**

September 28, 2011

Galveston County Emergency Comm. (911) Dist.
1353 FM 646
Dickinson, Texas 77539
Attn: Bobby Wright

United States Postal Service
2515 Termini Street
Dickinson, Texas 77539
Attn: Post Master

Galveston Central Appraisal District
600 Gulf Freeway
P O Box 3647
Texas City, Texas 77592-3647
Attn: Chief Appraiser

Dickinson Independent School Dist.
4512 Highway 3
P.O. Drawer 1386
Dickinson, Texas 77539-1386
Attn: Superintendent

Clear Creek Independent School District
2425 East Main Street
League City, Texas
Attn: Superintendent

Greater Harris County Emergency
Communication District
10220 Fairbanks
North Houston Road
Houston, Texas 77064
Attn: Director

Water Control Improvement Dist. No. 1
1911 Pine Drive
P O Box 307
Dickinson, Texas 77539-0307

Texas New Mexico Power Co
6131 Gill Road
Dickinson, Texas 77539

CenterPointe Energy, Inc.
Houston Electric Ad Valorem Tax Dept
P.O. Box 1475
Houston, Texas 77251-1475

Charles G Alexander
P.O. Box 1805
League City, Texas 77574

Chat C. & Linda A. Magee
500 Seawall Blvd. # 910
Galveston, Texas 77550

Lonnie & Linda Turnbough
P.O. Box 505
Dickinson, Texas 77539

James L. & Carrie Menotti
1810 Caroline Street
Dickinson, Texas 77539

Simon Cornelius Hamelka
1811 Caroline Street
Dickinson, Texas 77539

Julie Ann Riley
P O. Box 694
Dickinson, Texas 77539

Lillian Ann Riley
P O Box 47
Dickinson, Texas 77539

Caroline Street Name Change
September 28, 2011
Page 2

Billy Ross Riley
P O. Box 47
Dickinson, Texas 77539-0047

Larry M & Claudeen J. Ledford
5115 Jeffery Street
Dickinson, Texas 77539

Ronald E. & Linda M. Hill
1830 Caroline Street
Dickinson, Texas 77539

Marvin L. & Barbara K. Hunter
1915 Caroline Street
Dickinson, Texas 77539

Tracy D., Jr. & Amber E High
1923 Caroline Street
Dickinson, Texas 77539

Bernadette M. McKay
2218 Caroline Street
Dickinson, Texas 77539

Franklin D & Suphanee K. Sandoff
2300 Caroline Street
Dickinson, Texas 77539

Patric K. O'Rourke
2304 Caroline Street
Dickinson, Texas 77539

Ubaldo J & Vilma Garcia
2306 Caroline Street
Dickinson, Texas 77539

Dale H. & Tyna L. Fessenden
2310 Caroline Street
Dickinson, Texas 77539

Graciela A Ardizzone
2314 Caroline Street
Dickinson, Texas 77539

Kelly Wynn Riley
P O Box 1404
Dickinson, Texas 77539

Robert E. & Brenda Menotti
1820 Caroline Street
Dickinson, Texas 77539

Donald T. & Lawanda M. Vanlangendonck
P O. Box 8252
Bacliff, Texas 77518-8252

Tracy D. High
1921 Caroline Street
Dickinson, Texas 77539

Green Caye Enterprises, Inc.
2415 Caroline Street
Dickinson, Texas 77539

Opal L. Kimling
2220 Caroline Street
Dickinson, Texas 77539

Larry & Cynthia E. Goux
2302 Caroline Street
Dickinson, Texas 77539

Ron-Ric-Chaz Enterprises, L.L.C.,
d/b/a Green River MS
3000 Town Center, Suite 540
Southfield, MI 48075-1173

Jerome L. Drewry
488 Laurel CV W
Onalaska, Texas 77360-5152

Aaron M. & Stacey N Vickers
2312 Caroline Street
Dickinson, Texas 77539

Gary & Deborah Giamalva
2316 Caroline Street
Dickinson, Texas 77539

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September 28, 2011
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Kendrick L. & Tawnjai L. Upson
2318 Caroline Street
Dickinson, Texas 77539

Alecia C. LaRose
2320 Caroline Street
Dickinson, Texas 77539

Ronald S. Reid
2402 Caroline Street
Dickinson, Texas 77539

Gary Allen & Melody D. Webb
2404 Caroline Street
Dickinson, Texas 77539

Christopher & Katherine L. Howard
2406 Caroline Street
Dickinson, Texas 77539

David E. & Jeauquitte J. Chambers
2408 Caroline Street
Dickinson, Texas 77539

Constance Y. Sears
P O Box 276
Dickinson, Texas 77539-0276

Deborah K. Wilkins
2412 Caroline Street
Dickinson, Texas 77539

Burne Odelle M. & Belinda B. Brown
2602 Aria Court
Dickinson, Texas 77539-6258

Thomas D. & Marie W. Schneider
2421 Caroline Street
Dickinson, Texas 77539

Larry W. & Catherine F. Johnson
2416 Caroline Street
Dickinson, Texas 77539

Nicholi & D'Ann J. Schneider
2420 Caroline Street
Dickinson, Texas 77539

Thomas D. & Marie W. Schneider
2421 Caroline Street
Dickinson, Texas 77539

Louis S. Munson
2429 Caroline Street
Dickinson, Texas 77539

James Fahling
2433 Caroline Street
Dickinson, Texas 77539

Douglas R. & Paige E. Battarbee
1113 Briarwood Court
Deer Park, Texas 77539-4073

Richard A. & Rebecca Urness
2438 Caroline Street
Dickinson, Texas 77539

Various Homeowners and Businesses

In re: Proposed change of name of Caroline to Green Caye Boulevard (Caroline)

Dear Sirs and Madams:

On September 27, 2011 Thom Schneider, President of Green Caye Enterprises, Inc. made a request of the Commissioners' Court of Galveston County, Texas to rename that portion of Caroline Street that runs from the city limit line of League City to the city limit line of Dickinson

at the North side of Cheyenne Subdivision and from the city limit line of Dickinson City at the South side of Cheyenne Subdivision to the city limit line of Dickinson City that runs along Owens Drive as Green Caye Boulevard (Caroline). Attached is a copy of the original petition filed with the Court.

Please note that portions of this road lies within the city limits of Dickinson and League City. The Commissioners' Court does not have authority to change the name of the road that lie within each city's respective city limits. Mr. Schneider, should he desire to do so, must also approach these two cities.

We are notifying the homeowners and business owners of this proposed road name change either because they reside upon or have a business that is situated on this road and we recognize the number of people that they in turn need to contact, e.g. creditors, family members, friends, etc.. We also ask these same homeowners and business owners to notify their friends who live in Cheyenne Subdivision of this requested change. We are also notifying a number of governmental entities and utility companies because we understand that changing the name of this road could affect their ability to respond to an emergency or to send their invoices using the new street name, that the school districts have schools in the immediate vicinity, etc.

The Commissioners' Court will conduct a public hearing on this matter on October 25, 2011. Thereafter, on the same date, they will decide to either grant or deny the request. Should anyone wish to make an appearance on that date and time and speak either for or against the proposed change they are welcome to appear. The Commissioners' Court meets on Tuesday, at the Commissioners' Courtroom, Galveston County Courthouse, 722 Moody, 1st Floor, Galveston, Texas 77550 at 1:00 p.m. Similarly, should anyone wish to send a letter expressing support or opposition to this request they are welcome to do so. Please send your comments to the undersigned and I will make sure that the members of the Commissioners' Court receives them.

If the petition is granted, new road signs will be posted by the County Road Administrator once they have been paid for by the Applicant.

Sincerely yours,

Harvey Bazaman
Galveston County Legal Dept.
Galveston County Courthouse, 5th Floor
Galveston, Texas 77550

Cc, Thom Schneider
President
Green Caye Enterprises, Inc
2415 Caroline Street
Dickinson, Texas 77539

AGENDA

ITEM

#38

RECORD OF CHANGES

Galveston County Hazard Mitigation Plan

Galveston County Mitigation Action Section

[illegible]

Galveston County- Action #25	
Proposed Action:	Revise and update the Bolivar Peninsula Flood Mitigation Plan
BACKGROUND INFORMATION	
Site and Location:	The entire Bolivar Peninsula, from the highway 87 ferry landing located west of the community of Port Bolivar to the county line east of High Island and including the communities of Port Bolivar, Crystal Beach, Caplan / Gilchrist and High Island
History of Damages:	The Bolivar Peninsula is a low lying barrier peninsula that has experienced frequent flooding from various weather events including tropical storms and hurricanes, most recently Hurricane Ike.

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Coastal Flooding
Effect on new/existing buildings:	Potential for near complete devastation as during Ike
Priority (High, Moderate, Low):	High
Estimated Cost:	\$65,000.00
Potential Funding Sources:	FEMA Hazard Mitigation Program- PDM, Texas Water Development Board
Lead Agency/Department Responsible:	Office of Emergency Management
Implementation Schedule:	Can begin on available funding

COMMENTS
The Bolivar Peninsula Flood Mitigation Plan was adopted and approved by the Galveston County Commissioners Court in January 2002, almost 10 years ago. Proposed actions and local circumstances are no longer applicable. Extensive changes have taken place since the adoption of the plan that make implementation of the proposed actions either no longer relevant or contrary to existing rules.

AGENDA

ITEM

#39

NO
BACK – UP
PROVIDED